

A

REQUEST FOR PROPOSALS (RFP)

For:

AUTOMATED STAFF SCHEDULING AND TIMEKEEPING SYSTEM

RFP# 0441-DDES-GG

Issued by:

**STATE OF WISCONSIN
DEPARTMENT OF HEALTH AND FAMILY SERVICES
(DIVISION OF DISABILITY AND ELDER SERVICES)
February 25, 2004**

**Proposals must be submitted
no later than 1:00 PM C.T.
March 31, 2004**

**For further information regarding this
RFP contact Stacie Schiereck at:
Phone: (608) 301-1052
e-mail: SCHIESL@dhfs.state.wi.us
fax: (608) 301-1048**

LATE PROPOSALS WILL BE REJECTED

TABLE OF CONTENTS

| | | |
|------------|--|-----------|
| 1.0 | GENERAL INFORMATION | 1 |
| 1.1 | INTRODUCTION AND BACKGROUND..... | 1 |
| 1.2 | SCOPE..... | 1 |
| 1.3 | PROCURING AND CONTRACTING AGENCY | 2 |
| 1.4 | DEFINITIONS..... | 4 |
| 1.5 | CLARIFICATION OF THE SPECIFICATIONS AND REQUIREMENTS..... | 4 |
| 1.6 | VENDOR CONFERENCE..... | 5 |
| 1.7 | REASONABLE ACCOMMODATIONS..... | 5 |
| 1.8 | CALENDAR OF EVENTS..... | 5 |
| 1.9 | CONTRACT TERM AND FUNDING | 5 |
| 1.10 | VENDORNET REGISTRATION..... | 6 |
| 2.0 | PREPARING AND SUBMITTING A PROPOSAL | 6 |
| 2.1 | GENERAL INSTRUCTIONS..... | 6 |
| 2.2 | INCURRING COSTS..... | 6 |
| 2.3 | SUBMITTING THE PROPOSAL..... | 6 |
| 2.4 | PROPOSAL ORGANIZATION AND FORMAT | 7 |
| 2.5 | MULTIPLE PROPOSALS | 9 |
| 2.6 | SITE VISITS..... | 9 |
| 2.7 | DEMONSTRATIONS AND ORAL PRESENTATIONS..... | 10 |
| 2.8 | WITHDRAWAL OF PROPOSALS | 10 |
| 3.0 | PROPOSAL SELECTION AND AWARD PROCESS..... | 10 |
| 3.1 | EVALUATION TEAM..... | 10 |
| 3.2 | PRELIMINARY EVALUATION | 10 |
| 3.3 | PROPOSAL SCORING AND FINAL EVALUATION | 10 |
| 3.4 | EVALUATION CRITERIA | 11 |
| 3.5 | RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS..... | 12 |
| 3.6 | AWARD AND FINAL OFFERS..... | 12 |
| 3.7 | NOTIFICATION OF INTENT TO AWARD | 12 |
| 4.0 | GENERAL REQUIREMENTS..... | 12 |
| 4.1 (M) | <i>Organization / Management Capabilities and Financial Stability.....</i> | <i>12</i> |
| 4.2 (M) | <i>Vendor References.....</i> | <i>12</i> |
| 4.3 (M) | <i>Staff Qualifications.....</i> | <i>12</i> |
| 4.4 (M) | <i>Implementation Plan and Project Management Deliverables.....</i> | <i>13</i> |
| 5.0 | TECHNICAL REQUIREMENTS | 13 |
| 5.1 (M) | <i>Hardware / Software (Server)</i> | <i>13</i> |
| 5.2 (M) | <i>Hardware / Software (Client / Desktop).....</i> | <i>14</i> |
| 5.3 (M) | <i>Database</i> | <i>14</i> |
| 5.4 (M) | <i>Security.....</i> | <i>14</i> |
| 5.5 (M) | <i>Software Stability.....</i> | <i>15</i> |
| 5.6 (M) | <i>Data Exchange / System Integration</i> | <i>15</i> |
| 5.7 (M) | <i>Technical Usability.....</i> | <i>15</i> |
| 5.8 (M) | <i>Scalability.....</i> | <i>16</i> |
| 6.0 | BUSINESS REQUIREMENTS..... | 16 |
| 6.1 (M) | <i>Create / Revise Master Schedule.....</i> | <i>16</i> |
| 6.2 (M) | <i>Autobuild Schedules.....</i> | <i>16</i> |
| 6.3 (M) | <i>Update Schedules.....</i> | <i>17</i> |

| | |
|--|-----------|
| 6.4 (M) Determine Staff Placement / Replacement | 17 |
| 6.5 (M) Update Leave Balances | 18 |
| 6.6 (M) Time and Attendance Data Collection | 18 |
| 6.7 (M) Document Shift In / Out Time | 18 |
| 6.8 (M) Timekeeping Record Approval | 18 |
| 6.9 (M) Cost Accounting | 19 |
| 6.10 (M) Regulatory Compliance | 19 |
| 6.11 (M) Usability | 19 |
| 6.12 (M) Report Writer | 20 |
| 7.0 PERFORMANCE REQUIREMENTS..... | 20 |
| 7.1 (M) Performance Standards..... | 20 |
| 7.2 (M) System Availability..... | 20 |
| 8.0 SUPPORT REQUIREMENTS..... | 20 |
| 8.1 (M) General Support | 21 |
| 8.2 (M) Technical Support..... | 21 |
| 8.3 (M) Long-term Support | 21 |
| 9.0 COST PROPOSAL..... | 21 |
| 9.1 GENERAL INSTRUCTIONS ON PREPARING COST PROPOSALS..... | 21 |
| 9.2 FORMAT FOR SUBMITTING COST PROPOSALS..... | 21 |
| 9.3 FIXED PRICE PERIOD | 22 |
| 9.4 PRICE CLARIFICATION..... | 22 |
| 9.5 COST SHEET | 23 |
| ATTACHMENT A – ARCHITECTURE AND SECURITY TECHNICAL STANDARDS LIST..... | 25 |
| APPENDIX A – DATA EXCHANGE / SYSTEM INTEGRATION | 29 |
| APPENDIX B – TERMINOLOGY DEFINITIONS | 37 |
| APPENDIX C – VENDOR INFORMATION..... | 39 |
| APPENDIX D – STATE OF WISCONSIN DATA PROCESSING AGREEMENT..... | 40 |
| APPENDIX E – AFFIDAVIT | 42 |
| ATTACHMENT F – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION..... | 43 |
| APPENDIX G – VENDOR AGREEMENT WISCONSIN’S COOPERATIVE PURCHASING SERVICE..... | 44 |
| APPENDIX H – VENDOR REFERENCE..... | 45 |
| APPENDIX I – SAMPLE UNION RULES | 46 |
| APPENDIX J – STANDARD TERMS AND CONDITIONS..... | 52 |
| APPENDIX K – SUPPLEMENT TO STANDARD TERMS AND CONDITIONS..... | 55 |
| APPENDIX L – SOFTWARE RIDER | 61 |
| APPENDIX M – SOFTWARE DEVELOPMENT RIDER | 72 |

| | |
|--|-----------|
| APPENDIX N – HARDWARE RIDER | 80 |
| APPENDIX O – HARDWARE MAINTENANCE RIDER | 89 |

1.0 GENERAL INFORMATION

1.1 Introduction and background

The purpose of this document is to provide interested parties with information enabling them to prepare and submit a proposal for an off-the-shelf automated staff scheduling and timekeeping system for the Department of Health and Family Services (DHFS). The Department's Division of Disability and Elder Services (DDES) seeks to subsequently procure and implement a system for use by the Division's seven facilities (two mental health institutes, two secure treatment centers, and three centers for the developmentally disabled). These facilities are located across the state and operate 24 hours a day, 365 days a year. At this time, the Division does not use an automated system to perform scheduling and timekeeping functions at the facilities.

The State, as represented by its Department of Health and Family Services (DHFS), intends to use the results of this process to award a contract to purchase a system that integrates staff scheduling and timekeeping functionality. The results will also be used to contract with the selling vendor to provide implementation consultation services, interface development, installation, training and maintenance / support at the seven DDES facilities. Annual maintenance and support contracts are anticipated for approximately three years after the initial purchase contract. The purchase contract will also include a number of timekeeping devices to be implemented at these facilities. The Department may, at its discretion, decide not to award a contract.

1.2 Scope

This Request for Proposal (RFP) is to solicit vendor proposals for an off-the-shelf system that integrates automated scheduling and timekeeping functionality and includes cost accounting functionality. The RFP process should result in identification and selection of a currently available system that meets requirements outlined in this document. The proposed system will be required to work within the current DHFS IT architecture and computing environment (see Section 1.3, for details regarding this environment). In addition, the system must be accessible from each of the DDES facilities and the central office.

Vendor proposals must include an off-the-shelf system to meet the Division's staff scheduling and timekeeping needs (i.e., staff scheduling and timekeeping software with cost accounting functionality, plus timekeeping devices). In addition, vendor proposals must also include the development of customized data exchange interfaces / routines between the system and the Department's existing human resource (HR), timekeeping, payroll, and financial management systems (see Section 1.3). Proposals must include consultation services for development and execution of an implementation strategy, implementation assistance, staff training in the system use and administration, and related maintenance / support for three years beyond the initial purchase year. DHFS has existing contracts for computer hardware (e.g., servers and personal computers), so only timekeeping device hardware should be included in responses to this proposal.

As the first step in finding a solution to staff scheduling and timekeeping system needs, the Division has documented its high-level business requirements. Highly desirable features required to meet these requirements include, but are not limited to, the ability to:

- Generate a master schedule (accommodating multiple types of schedule schemes/shifts).
- Print rosters.
- Allow staff to view schedule and opportunities.
- Record absenteeism (e.g., overtime, shift-trades, time off) regardless of leave type used.
- Accurately account for leave (based on position [FTE / budget]).
- Eliminate redundancy (i.e., one database shared across multiple users).
- Generate reports (allow user to generate reports based on anything in the database).
- Accurately reflect reality (i.e., who worked, when, and where) with real-time capability to record "clock in / clock out" time.

- Track history.
- Generate time sheets.
- Allow each facility to apply Department-wide and union local agreement rules.
- Provide system alerts for scheduling rule noncompliance (e.g., overbooking personal leave, overtime eligibility).
- Interface with timekeeping devices.
- Interface with existing HR, payroll, and financial systems.
- Perform cost accounting functionality.

These high-level requirements and the additional requirements documented later in this RFP must be met by the proposed system and will be validated during a **mandatory proof-of-concept** implementation. The proof-of-concept implementation, at a DDES facility, is intended to confirm the system will function in the DHFS IT environment, will interface to existing systems, and will meet DDES business needs. The Division anticipates the proof-of-concept implementation will take place within a three to five month time frame; however, the exact time frame will be determined with the selected vendor during contract negotiations.

The required proof-of-concept implementation will entail a significant investment of time and effort on the part of DDES staff, as it will involve reengineering several existing manual workflow processes related to staff scheduling and timekeeping activities. Successful completion of this proof-of-concept will lead to implementation and training at the remaining facilities (staged over time). Failure to meet the requirements of the proof-of-concept will lead to termination of the contract with no commitment by the State to purchase and implement the system in the remaining facilities or to continue use in the proof-of-concept facility. The purchasing contract negotiated between the Department and the selected vendor will identify the costs, payments and time line associated with the proof-of-concept and, if the proof-of-concept is successful, the subsequent software, hardware, implementation, training, maintenance and support costs and time line for implementation across the remaining facilities.

1.3 Procuring and contracting agency

The Wisconsin Department of Health and Family Services issues this RFP and is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the procurement process is Stacie Schiereck (Procurement Contact). The Wisconsin Department of Health and Family Services will administer the contract resulting from this RFP. The contract administrator will be identified at the point of contract development.

The Division of Disability and Elder Services administers the State's institutional programs and facilities for persons whose mental and physical needs cannot be met in a community setting. The two mental health institutes, Mendota Mental Health Institute (MMHI) and Winnebago Mental Health Institute (WMHI) provide treatment for approximately 550 persons with mental health problems who are in need of hospitalization. MMHI also houses a secure correctional facility to meet the mental health needs of male adolescents from the Department of Corrections' juvenile institutions.

The three Centers for the Developmentally Disabled - Northern Wisconsin Center (NWC), Central Wisconsin Center (CWC), and Southern Wisconsin Center (SWC) - serve approximately 600 individuals with developmental disabilities, often combined with mental illness and certain problem behaviors. They provide a wide variety of programs and services designed to assist and prepare individuals to live successfully in the setting that best meets their needs.

Sand Ridge Secure Treatment Center (SRSTC) provide assessment and treatment for individuals detained or committed under the Wisconsin Sexually Violent Persons law, Chapter 980. In addition, SRSTC provides continuing assessment and treatment for persons on supervised release, and community notification of the release of these individuals. The Wisconsin Resource Center (WRC) provides treatment to prison inmates with psychological and behavioral problems who are referred from the Department of Corrections' adult

institutions. In addition, WRC provides admission services and initial assessment of Chapter 980 inmates for referral to SRSTC.

The automated staff scheduling and timekeeping system must have the capacity for approximately 4,200 staff, across the facilities. Initially the Division expects to implement at least 50 timekeeping devices that implement badge or swipe card technology in the facilities. Additional devices may subsequently be purchased for each facility, based on need and through consultation with the selected vendor. Approximately 320 schedulers, timekeepers, and supervisors will access the system to create and revise schedules, to approve employee time and leave, and to generate reports. The Division anticipates three staff at the central office will also access the system to generate reports. Various levels of security and access control must, therefore, be addressed by the system.

The system must be accessible across the geographic distribution of facilities around the state and within each facility campus. The individual facility locations, as well as the current number of scheduler, timekeeper, supervisor staff, and staff to be scheduled, include:

| <u>Facility</u> | <u>Location</u> | <u># Schedulers / Timekeepers / Supervisors</u> | <u># Staff to Schedule</u> |
|------------------------------------|-----------------|---|--------------------------------|
| Mendota Mental Health Institute | Madison | 35 | 785 |
| Central Wisconsin Center | Madison | 36 | 950 |
| Winnebago Mental Health Institute | Winnebago | 36 | 750 |
| Wisconsin Resource Center | Winnebago | 75 | 470 |
| Northern Wisconsin Center* | Chippewa Falls | 22 | 132 |
| Southern Wisconsin Center | Union Grove | 63 | 680 |
| Sand Ridge Secure Treatment Center | Mauston | 50 | 415 |
| Central Office | Madison | 3 | 0 |

** Over the next two years, NWC will experience a significant downsizing; these numbers reflect anticipated staffing needs at the end of June 2005.*

Any automated staff scheduling and timekeeping system will need to schedule administrative and support services staff, in addition to treatment provider staff whose schedules involve shifts, rotations, and complex union rules. The scheduling and timekeeping functions will be performed at all facilities, with access to the system also being available at the Department of Health and Family Services' Central Office location (Madison, WI). The system must function in either a client / server or web environment. Real time recording of employee clock in / clock out time is essential. We are open to creative solutions regarding system implementation as long as they are compatible with our departmental standards. In addition, we are also open to recommendations regarding methods and tools for recording employee clock in / clock out time (e.g., telephony, web-based check in, biometrics) beyond the anticipated 50 timekeeping devices.

The Department expects the automated staff scheduling and timekeeping system database and server-side software to be implemented on the Department's servers located at the Central Office. Access is currently available from the remote facilities across T-1 lines. System users at the facilities and Central Office should be able to access the system from either client-side or browser-based software. The proposed system must comply with the Department's existing Architecture and Security Technical Standards (*see Attachment A – Architecture and Security Technical Standards List*). *Note: There are multiple server-side application deployment environments, each with separate databases. These environments are System Test, User Acceptance, and Production.*

In addition to meeting Department IT architecture and security standards, the system to be implemented must interface with existing DHFS HR, payroll, and financial management systems to reduce data entry and storage redundancy, to facilitate payroll functions, and to accommodate cost accounting needs. Integration with these existing systems may involve direct import / export of data from / to the staff scheduling and

timekeeping system. The following list identifies these existing systems (*see Appendix A – Data Exchange / System Integration* for more details):

- DHFS's **Payroll / Personnel Input Verification System (PIVS)** is an internally developed application built with a PowerBuilder front-end. The back-end database is SQL Server. This system is used to capture and validate payroll and personnel information. Specific PIVS data elements are required for input into the automated staff scheduling and timekeeping system.
- DHFS's **Time and Task Reporting System (T&T)** is an internally developed application built with a PowerBuilder front-end. The back-end database is SQL Server. This system is used to provide one point of input for both time and task data. Information in this system is provided as input for various billing, payroll, and cost allocation systems. Specific automated staff scheduling and timekeeping system data elements are required for input into the T&T system.
- DHFS's **Automated Personnel System (APS)** is a mainframe system that generates paper timesheets and preprocesses time and attendance data for payroll processing.
- DHFS's **Financial Management System (FMS)** is a mainframe system, written in COBOL, which accesses both DB2 and IMS databases. The original system was purchased from a vendor; the current system has been modified to meet internal needs. This system generates reports for cost accounting purposes, tying work-related costs back to Responsibility Areas (RA), Projects, and Appropriations.

1.4 Definitions

The following definitions are used throughout the RFP.

Agency / Department means the Wisconsin Department of Health and Family Services.

Proposer / vendor / contractor means a firm submitting a proposal in response to this RFP.

State means State of Wisconsin.

RFP means Request for Proposal.

Division means Division of Disability and Elder Services.

Note: See *Appendix B - Terminology Definitions*, for additional terminology descriptions.

1.5 Clarification of the specifications and requirements

Any questions concerning this RFP must be submitted in writing on or before March 9, 2004 at 10:30 AM C.T. to:

Mendota Mental Health Institute
301 Troy Drive
Madison, WI 53704

ATTN: Business Office / Stacie Schiereck - Procurement Contact (RFP # 0441-DDES-GG)

Questions may also be submitted via e-mail to: SCHIESL@dhfs.state.wi.us.

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document or the attached State of Wisconsin Data Processing Agreement at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be provided to all recipients of this initial RFP.

Each proposal shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFP and any supplements or revisions thereof.

Any contact with any State employees other than the designated Procurement Contact concerning this RFP is prohibited, except as authorized by the Procurement Contact, during the period from date of release of the RFP until the notice of intent to contract is released.

1.6 Vendor conference

A vendor conference has been scheduled to respond to written questions that have been submitted, and to provide any needed additional instructions on the submission of proposals. If no questions are received in advance of the conference, the State reserves the right to cancel the vendor conference. This vendor conference will be held on Tuesday, March 9, 2004 from 10:30 AM to 12:00 PM at the following location:

Wisconsin Department of Health and Family Services
Room B145
1 West Wilson Street
Madison, Wisconsin

The Department reserves the right to hold the conference in an alternate location if necessary, and if so, will post the location of the alternate room/location on the front doors of the Wisconsin State Office Building.

Vendors are encouraged to submit written questions prior to the vendor conference. All vendors' questions, concerns, or requests for additional information regarding the RFP and supporting documentation will be discussed at the vendor conference. To the extent possible, Department staff will provide immediate verbal responses to questions asked in the vendor conference. However, such responses shall not be considered binding on the Department until put in writing. The Procurement Contact will prepare an official written response to all vendor inquiries voiced at the vendor conference. A copy of all questions and answers will be posted to VendorNet on or about March 15, 2004.

1.7 Reasonable accommodations

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at the vendor conference, contact Stacie Schiereck, Procurement Contact, at (608) 301-1052 (voice), or (608) 301-1048 (fax), or e-mail: SCHIESL@dhfs.state.wi.us.

1.8 Calendar of events

Following are important dates and times by which actions related to this Request for Proposals (RFP) must be completed. In the event that the State finds it necessary to change any of these dates and times it will do so by issuing a supplement to this RFP.

| <u>DATE</u> | <u>EVENT</u> |
|-------------------------------|--|
| February 25, 2004 | RFP issue date. |
| March 9, 2004 – 10:30 AM C.T. | Written inquiries / questions due. |
| March 9, 2004 – 10:30 AM C.T. | Vendor conference. |
| March 31, 2004 – 1:00 PM C.T. | Vendor proposals due. |
| May 6, 2004 – May 13, 2004 | Demonstrations by invited vendors (Tentative). |
| June 30, 2004 | Notification of intent to award sent to vendors (Tentative). |
| August 1, 2004 | Contract start date (Tentative). |

1.9 Contract term and funding

The purchasing contract negotiated between the Department and the selected vendor will identify costs and payments to be associated with the **mandatory** proof-of-concept period at one facility and, if the proof-of-concept is successful, the subsequent software, hardware, implementation, training, maintenance and support costs for implementation across the remaining facilities. The contract terms and conditions will be

negotiated after a vendor proposal has been selected and a letter of intent to award sent to proposing vendors. The contract will be based upon the terms and conditions of this RFP and any supplements or revisions thereof. The contract shall be effective on the date indicated on the purchase order or contract and shall run for one year from that date, with an option by mutual agreement of the Department and contractor to renew maintenance and support for up to three additional one-year periods.

1.10 VendorNet registration

The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the State. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to get information on State purchasing practices and policies, goods and services that the State buys, and tips on selling to the State. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the State. A subscription with notification guarantees the organization will receive an e-mail message each time a State agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity / service area(s) with an estimated value over \$25,000. Organizations without Internet access receive paper copies in the mail. Increasingly, State agencies also are using VendorNet to post simplified bids valued at \$25,000 or less. The annual fee for this service is \$125 (\$65 for certified minority businesses and certified work centers). **NOTE: Registration fees for VendorNet are currently waived.**

The subscription to VendorNet is not a fee to do business with the State of Wisconsin. Alternately, an organization may read the legal notices of the official State newspaper, the Wisconsin State Journal, to learn about request for bid and request for proposal opportunities over \$25,000 and request a copy from the contracting agency.

In the future, requests for bids and requests for proposals from the Department of Health and Family Services for commodities or services will be sent automatically only to vendors subscribing to VendorNet. If questions exist about VendorNet, call the VendorNet Information Center at 1-800-482-7813 or, for Madison area organizations, call 264-7898.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General instructions

The evaluation and selection of a vendor will be based on the information submitted in the proposal plus references and any required on-site visits, oral presentations, and / or demonstrations. Vendors must respond clearly and completely to all requirements. Failure to respond completely may be the basis for rejecting a proposal.

Vendor RFP responses must reflect current capabilities of their automated staff scheduling and timekeeping systems. Elaborate proposals (e.g., expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Incurring costs

The State of Wisconsin is not liable for any cost incurred by vendors in replying to this RFP.

2.3 Submitting the proposal

Vendors must submit **one** printed original (no faxes or e-mails will be accepted), marked "Original," and **fifteen** (15) printed copies of all materials required for acceptance of their proposal by March 31, 2004 - 1:00 PM C.T. to:

Mendota Mental Health Institute
301 Troy Drive

Madison, WI 53704

ATTN: Business Office / Stacie Schiereck - Procurement Contact (RFP # 0441-DDES-GG)

The receptionist in the office listed above must receive vendor proposals by the specified time stated above. All proposals must be time-stamped as accepted by the Purchasing Office by the stated time. Proposals not so stamped will not be accepted. Receipt of a proposal by the State mail system does not constitute receipt of a proposal by the Purchasing Office, for purposes of this RFP.

To ensure confidentiality of the document, all proposals must be packaged, sealed, and show the following information on the outside of the package:

- Vendor's Name and Address
- Request for Proposal Title
- Request for Proposal Number
- Proposal Due Date

One original, plus **six** (6) copies of the **Cost Proposal** must be sealed in an envelope and submitted as a separate part of the proposal. The outside of the envelope must be clearly labeled with the words "Cost Proposal," the RFP name, RFP number, vendor name, and due date. The cost proposal is due to the addressee on the due date and time noted above.

2.4 Proposal organization and format

Proposals should be typed and submitted on 8.5 by 11 inch paper and bound securely. Proposal covers must include, at a minimum, the RFP name and number (see RFP cover page), and the proposing vendor's name. Vendors responding to this RFP must comply with the format requirements described in this section. Proposals should be organized with materials presented in the order assigned in the RFP. Proposal sections should be separated by tabs or otherwise clearly marked, as indicated below.

- a) Tab 1 - COVER LETTER / VENDOR INFORMATION SHEET: Include here a signed cover letter for the proposal and *Vendor Information* sheet (See Appendix C), which has been included in this RFP. Proposals submitted in response to this RFP must be signed by the person in the vendor's organization responsible for the decision as to the prices being offered in the proposal or by a person authorized in writing to act as agent for the person responsible for the decision on prices. Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

By submitting a signed proposal, the vendor's signatories certify that in connection with this procurement:

- The vendor's organization or an agent of the vendor's organization has arrived at the prices in its proposal without consultation, communication or agreement with any other respondent or with any competitor for the purpose of restricting competition.
- The prices quoted in the proposal have not been knowingly disclosed by the vendor's organization or by any agent of the vendor's organization and will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor.
- No attempt has been made or will be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- b) Tab 2 - SIGNED STATE AGREEMENTS: Include here a signed copy of each of the following documents:

- *State of Wisconsin Data Processing Agreement* (See Appendix D).
- *Affidavit* (See Appendix E).

- *Designation of Confidential and Proprietary Information* (See Appendix F).

The State Data Processing Agreement must be signed by a representative of the vendor's organization with authority to contractually bind the organization and must be witnessed or notarized. In lieu of the signed copy of the State of Wisconsin Data Processing Agreement, submit point-by-point exceptions to the State of Wisconsin Data Processing Agreement along with proposed alternative or additional language for each point. Submission of any standard vendor contracts as a substitute for language in the State of Wisconsin Data Processing Agreement or Riders is not a sufficient response to this requirement and may result in rejection of the vendor's proposal.

The State reserves the right to negotiate contractual terms and conditions other than those in the State Data Processing Agreement when it is in the best interest of the State to do so. Vendors responding to this RFP may also submit *Vendor Agreement – Wisconsin's Cooperative Purchasing Service* (see Appendix G) to show their willingness to extend the terms, conditions, and prices in the State of Wisconsin Data Processing Agreement to Wisconsin municipalities.

- c) Tab 3 - RESPONSE TO GENERAL REQUIREMENTS: Provide a point-by-point response to each and every general requirement specified in the **4.0 General Requirements** section of this RFP. Responses to general requirements must be in the same sequence and numbered as they appear in this RFP. Responses must indicate that either vendor's proposal "does comply" with specifications or that it "does not comply." A succinct explanation of how each requirement can be met or cannot be met must be included.

The following additional documentation items will be evaluated in this section:

- **MANAGEMENT SUMMARY:** Provide a narrative summary of the proposal being submitted. The summary should identify all product(s) and / or service(s) that are being offered in the proposal, a brief description of the vendor's organization, management, and its history should also be included. Cost figures should specifically not be stated, as cost information is to be submitted separately.
- **FINANCIAL STABILITY DOCUMENTATION:** Vendors responding to this RFP must be able to substantiate their financial stability. Current financial statements along with additional supporting documentation must be submitted with each proposal. The State may request reports on financial stability from independent financial rating services in order to further substantiate stability.
- **VENDOR REFERENCE DATA SHEET:** Include the *Vendor Reference* sheet (See Appendix H) sheet that has been included in this RFP in this section. Each vendor must furnish a list of a minimum of four (4) references who will be capable of verifying information supplied by the vendor in their proposal. Vendors should submit additional Reference Data Sheet forms if they wish to provide more than four (4) references.

The State reserves the right to contact and / or visit any party listed as a reference that has previously utilized or is presently utilizing product(s) and / or service(s) identical or similar to those being proposed by the vendor. It may also utilize other sources of information about the product(s) and / or service(s) proposed by the vendor where these sources are publicly available and are equally available for all competing vendors. The vendor should not be present during site visits.

- d) Tab 4 - RESPONSE TO TECHNICAL REQUIREMENTS: Provide a point-by-point response to each and every technical requirement specified in the **5.0 Technical Requirements** section of this RFP. Responses to technical requirements must be in the same sequence and numbered as they appear in this RFP. Responses must indicate that either vendor's proposal "does comply" with specifications or that it "does not comply." "Yes" or "No" check boxes are provided in this section to help indicate

compliance. A succinct explanation of how each requirement can be met or cannot be met must be included.

- e) Tab 5 - RESPONSE TO BUSINESS REQUIREMENTS: Provide a point-by-point response to each and every business requirement specified in the **6.0 Business Requirements** section of this RFP. Responses to business requirements must be in the same sequence and numbered as they appear in this RFP. Responses must indicate that either vendor's proposal "does comply" with specifications or that it "does not comply." "Yes" or "No" check boxes are provided in this section to help indicate compliance. A succinct explanation of how each requirement can be met or cannot be met must be included.
- f) Tab 6 - RESPONSE TO PERFORMANCE REQUIREMENTS: Provide a point-by-point response to each and every performance requirement specified in the **7.0 Performance Requirements** section of this RFP. Responses to performance requirements must be in the same sequence and numbered as they appear in this RFP. Responses must indicate that either vendor's proposal "does comply" with specifications or that it "does not comply." "Yes" or "No" check boxes are provided in this section to help indicate compliance. A succinct explanation of how each requirement can be met or cannot be met must be included.
- g) Tab 7 - RESPONSE TO SUPPORT REQUIREMENTS: Provide a point-by-point response to each and every support requirement specified in the **8.0 Support Requirements** section of this RFP. Responses to support requirements must be in the same sequence and numbered as they appear in this RFP. Responses must indicate that either vendor's proposal "does comply" with specifications or that it "does not comply." "Yes" or "No" check boxes are provided in this section to help indicate compliance. A succinct explanation of how each requirement can be met or cannot be met must be included.
- h) Tab 8 - ADDITIONAL INFORMATION: Include additional information, which will be essential to an understanding of the proposal. This might include diagrams, excerpts from manuals, or other explanatory documentation, which would clarify and / or substantiate the proposal. Any material included here should be specifically referenced elsewhere in the proposal.
- i) Tab 9 - GLOSSARY: Provide a glossary of all abbreviations, acronyms, and technical terms used to describe the services or products proposed. This glossary should be provided even if these terms are described or defined at their first use in the proposal response.
- j) **Separate Envelope** - COST PROPOSAL INFORMATION: Provide cost information on the cost sheets included in this RFP, according to the instructions provided (See sections 2.3 and **9.0 Cost Proposal**). All costs for furnishing the product(s) and / or service(s) included in this proposal, in accordance with the terms and conditions of the State of Wisconsin Data Processing Agreement and this RFP must be included. Failure to provide any requested information in the prescribed format may result in disqualification of the proposal. No mention of costs may be made in any other RFP response areas.

2.5 Multiple proposals

Multiple proposals from a vendor will be permissible; however, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple proposals.

2.6 Site visits

Top-scoring vendors based on an evaluation of the written proposal may be required to participate in interviews and / or site visits to support and clarify their proposals, if requested by the State. The State will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the

vendor. Failure of a vendor to interview or permit a site visit on the date scheduled may result in rejection of the vendor's proposal.

2.7 Demonstrations and oral presentations

Top-scoring vendors may be required to demonstrate automated staff scheduling and timekeeping system functionality and usability to the evaluation team. The State will furnish detailed specifications concerning the demonstration site and the particular tests it will use to exercise the vendor's product(s) and / or service(s) no later than the date of notification of the product demonstration.

Failure of a vendor to demonstrate and present information on the product(s) and / or service(s) it has proposed for demonstration within the time constraints of the preceding paragraph may result in rejection of that proposal. Failure of any product(s) and / or service(s) to meet the State's specified requirements during the demonstration may result in rejection of the vendor's proposal.

The successful demonstration of the vendor's product(s) and / or service(s) does not constitute acceptance by the State as specified under the terms of the State of Wisconsin Data Processing Agreement (see Appendix D). Any product(s) and / or service(s) demonstrated and presented by the vendor for the purposes of this demonstration must be identical in every respect to those that will be furnished for acceptance testing under the terms of the State of Wisconsin Data Processing Agreement (see Appendix D).

2.8 Withdrawal of proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Vendors may withdraw a proposal in writing at any time up to the proposal closing date and time or upon expiration of 7 business days after the due date and time if received by the RFP Procurement Contact. To accomplish this, the written request must be signed by an authorized representative of the proposing vendor and submitted to the RFP Procurement Contact. If a previously submitted proposal is withdrawn before the proposal due date and time, the vendor may submit another proposal at any time up to the proposal closing date and time.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Evaluation team

The State's evaluation team will consist of members who have been selected because of their special expertise in procurement of the product(s) and / or service(s) that are the subject of this RFP and because of their knowledge of the State's business and technical requirements for these product(s) and / or service(s). Vendors may not contact members of the evaluation team except at the State's request and through approval of the Procurement Contact.

3.2 Preliminary evaluation

The proposals will be reviewed initially to determine if all required information has been submitted. Failure to provide required information may result in a proposal being rejected. Failure to meet mandatory requirements may also result in a proposal being rejected. In the event all vendors do not meet one or more mandatory requirement, the State reserves the right to continue the evaluation of proposals and to select the proposal which most closely meets the requirements specified in this RFP. The vendor must respond to all of the requirements in this RFP. All requirements are Mandatory (M) unless otherwise designated as Desirable (D). A proposal's descriptive answer to a stated requirement, "Yes" / "No" check box designation, and the supplemental information provided in the Tab 8 - Additional Information section will all be considered when determining if a requirement has been met.

3.3 Proposal scoring and final evaluation

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. A vendor may not contact any member of an evaluation team except at the State's direction. Proposals from certified

Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (s. 16.75 (3m), Wis. Stats., 2001-02). The evaluation team's scoring will be tabulated and proposals ranked based on numerical scores received. Cost scoring will be conducted after general, technical, business, performance and support requirement scores have been calculated.

Upon completion of any oral presentations and demonstrations by vendors, the State's evaluation team will review the preliminary evaluation and make adjustments based on the information obtained in the oral presentation or demonstration, site visits, and reference checks to determine final scoring. The State will select the highest scoring proposal based on the points awarded for overall responsiveness to the State's requirements and for cost.

3.4 Evaluation criteria

The proposals will be scored using the following criteria:

| | |
|--|------------|
| General Requirements | 100 |
| Organization / Management Capabilities and Financial Stability | 20 |
| Vendor References | 30 |
| Staff Qualifications | 20 |
| Implementation Plan and Project Management Deliverables | 30 |
| Technical Requirements | 250 |
| Hardware / Software (Server) | 25 |
| Hardware / Software (Client) | 25 |
| Database | 25 |
| Security | 25 |
| Software Stability | 25 |
| Data Exchange / System Integration | 50 |
| Technical Usability | 25 |
| Scalability | 50 |
| Business Requirements | 300 |
| Create / Revise Master Schedule | 30 |
| Autobuild Schedules | 30 |
| Update Schedules | 30 |
| Determine Staff Placement / Replacement | 30 |
| Update Leave Balances | 30 |
| Time and Attendance Data Collection | 30 |
| Document Shift In / Out Time | 30 |
| Timekeeping Record Approval | 30 |
| Cost Accounting | 10 |
| Regulatory Compliance | 10 |
| Usability | 15 |
| Report Writer | 25 |
| Performance Requirements | 50 |
| Performance Standards | 25 |
| System Availability | 25 |
| Support Requirements | 100 |
| General Support | 35 |
| Technical Support | 30 |
| Long-term Support | 35 |

| | |
|---------------|-------------------|
| Cost | <u>200</u> |
| Total: | 1000 |

3.5 Right to reject proposals and negotiate contract terms

The Department reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected vendor prior to entering into a contract. If contract negotiations cannot be concluded successfully with the vendor whose proposal scores the highest in the evaluation process, the Department may negotiate a contract with the vendor whose proposal scored next highest in the ranking. In addition, if the proof-of-concept effort proves unsuccessful with the selected vendor, the Department may negotiate a contract with the vendor whose proposal scored next highest in the ranking.

3.6 Award and final offers

The State will compile the final scores for each proposal. Award will be granted in one of two ways. The award may be granted to the vendor with the highest scoring proposal. Alternatively, the vendor or vendors with the highest scoring proposals may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by a vendor, they will be evaluated against the stated criteria, and then scored and ranked by the evaluation team. The award will then be granted to the highest scoring vendor proposal.

3.7 Notification of intent to award

All vendors who respond to this RFP will be notified in writing of the State's intent to award the contract(s) as a result of this RFP.

4.0 GENERAL REQUIREMENTS

Vendors must respond to the requirements in this section in accordance with the instructions given in Section 2.4(c) above. For each requirement, vendors must provide documentation as requested by the State. The documentation demonstrates they understand the requirement and agree to the requirement. All requirements listed below are *Mandatory (M)* unless otherwise indicated as *Desirable (D)*. Vendors are required to fully describe their proposed approach to meeting each Mandatory and Desirable requirement.

4.1 (M) Organization / Management Capabilities and Financial Stability

Describe the vendor's experience and capabilities providing similar services, for similar business environments, to those outlined in the RFP. Be specific and identify products implemented, dates, and results. Also include information regarding the client base (organization type, size, and purpose for using product) for these projects, number of staff using the product (include staff roles), and number of staff schedules / time sheets managed by the system at these sites. The ***Management Summary*** and ***Financial Stability*** documentation, as described in section 2.4(c), will be considered as part of your response to this section.

4.2 (M) Vendor References

Vendors must include in their RFP response a list of organizations, including points of contact (name, address, and telephone number), that can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed, competency of personnel assigned to the project, vendor responsiveness, etc. The results of the reference check will be provided to reviewers and used in scoring the written proposal. The *Vendor Reference* sheet (See Appendix H), discussed in Section 2.4(c) above, will be considered in evaluating this section.

4.3 (M) Staff Qualifications

The vendor must provide a project team organizational chart, followed by resumes of key personnel that will be assigned to the system implementation and training effort. Each key personnel must be a full time employee of the vendor or an identified subcontractor. Key personnel are those personnel identified as key to the success of the project. Key personnel are members of the Implementation Team, which may include the following roles: Project Contact, Business Consultant, Analyst Developer (for system integration), and Trainer.

4.4 (M) Implementation Plan and Project Management Deliverables

The vendor must provide an Implementation Plan for the proposed automated staff scheduling and timekeeping system implementation effort. This Implementation Plan must exhibit both the required proof-of-concept implementation and the subsequent facility-by-facility implementation efforts, and must also include the training effort. Include any anticipated project milestones, the delivery schedule, general project implementation assumptions / constraints, identified roles and responsibilities, any plan for use of subcontractors, a proposed training plan, and finally, project problem resolution procedures.

Note: Vendor implementation plans, submitted during the RFP response, will be used to evaluate vendor understanding of the Division's implementation needs. A final implementation plan will be developed collaboratively with the selected vendor during contract negotiations.

Additionally, since project management deliverables will be required from the vendor during implementation, the vendor must submit examples of project management deliverables, from similar projects that were successful, in this section of the RFP response. Include samples of the following:

- a) Status Report
- b) Project Schedule
- c) Issue Escalation Plan
- d) Training Plan

5.0 TECHNICAL REQUIREMENTS

Vendors must respond to the requirements in this section in accordance with the instructions given in Section 2.4(d) above. For each requirement, vendors must provide documentation as requested by the State. The documentation demonstrates they understand the requirement and agree to the requirement. All requirements listed below are *Mandatory (M)* unless otherwise indicated as *Desirable (D)*. Vendors are required to fully describe their proposed approach to meeting each Mandatory and Desirable requirement.

5.1 (M) Hardware / Software (Server)

The automated staff scheduling and timekeeping system's server side software would be implemented on a server at the Central Office, accessible from the remote facilities (via client-side software or browser-based access). It must operate within the Department's IT architecture and security requirements for enterprise information systems, as described in Section 1.3 above and *Attachment A – Architecture and Security Technical Standards List*. Identify the following in your response to this section:

- All server components required for running your system not adhering to Department server standards.
- The minimum and recommended server configurations for your proposal.
- System capacity requirements for the following:
 - i) Server Disk
 - ii) Server Memory
 - iii) Transaction Speed / Network Speed
 - iv) Client Disk
 - v) Client Memory
 - vi) Anticipated Growth

| In addition to your written response, please indicate Yes or No if your system uses the following: (Checking No may NOT disqualify your proposal.) | YES | NO |
|--|-----|----|
| Windows 2003 | | |
| Sun Solaris | | |
| IBM WebSphere 4.0 | | |
| TCP / IP | | |
| SNMP | | |
| Works within the existing DHFS IT architecture and environment (Server). | | |

5.2 (M) Hardware / Software (Client / Desktop)

The automated staff scheduling and timekeeping system must be accessible to schedulers, timekeepers, and managers, from PCs that operate within the Department's IT architecture and security requirements for enterprise information systems, as described in Section 1.3 above and *Attachment A – Architecture and Security Technical Standards List*. Identify the following in your response to this section:

- All client components required for running your system, which do not adhere to Department client and desktop standards.
- Minimum and recommended client hardware configuration.
- Operating system requirements.

| In addition to your written response, please indicate Yes or No if your system uses the following: (Checking No may NOT disqualify your proposal.) | YES | NO |
|--|-----|----|
| MS Internet Explorer 5.5 | | |
| Windows NT 4 | | |
| Windows XP | | |
| MDAC v2.6.2 | | |
| Microsoft Office 97 | | |
| Microsoft Office 2003 | | |
| Novell GroupWise v6 | | |
| Works within the existing DHFS IT architecture and environment (Client / Desktop). | | |

5.3 (M) Database

The automated staff scheduling and timekeeping system's database would reside on a server at the Central Office, accessible from the remote facilities (via client-side software or browser-based access). It must operate within the Department's IT architecture and security requirements for enterprise information systems, as in Section 1.3 above and *Attachment A – Architecture and Security Technical Standards List*. Identify the following in your response to this section:

- The State standard application database (Oracle or SQL Server) used with your system.
- The amount of history retained online and how this system handles archiving requirements.

| In addition to your written response, please indicate Yes or No if your system uses the following: (Checking No may NOT disqualify your proposal.) | YES | NO |
|--|-----|----|
| Oracle v8.1 | | |
| Oracle 9i | | |
| SQL Server 2000 | | |
| Works within the existing DHFS IT architecture and environment (Database). | | |

5.4 (M) Security

The system must provide secure access, validate data integrity, and implement roles-based data security. It must also adhere to DHFS Access Control methods as described in Section 1.3 above and *Attachment A – Architecture and Security Technical Standards List*. Describe how your system manages security.

| In addition to your written response, please indicate Yes or No if your system provides the following functionality: (Checking No may NOT disqualify your proposal.) | YES | NO |
|--|-----|----|
| Implements password sign in or user authentication to enter system. | | |
| Implements role-based security, providing appropriate user access to system functions and data. | | |
| Implements robust security management. | | |
| Implements data integrity checks, as data is entered. | | |
| Implements data validation at the database level. | | |

5.5 (M) Software Stability

To meet the Division's needs the system must be stable, robust and easy to maintain. List the development tools and methods used to develop this system.

| In addition to your written response, please indicate Yes or No to the following requirements: (Checking No may NOT disqualify your proposal.) | YES | NO |
|--|-----|----|
| (D) The system was developed using commercially available methodology. | | |
| (D) Standard DHFS programming language(s) were used to develop the system. These languages are PowerBuilder, Visual Basic, C+, and Java. | | |
| (M) Source code is included with your software, or placed in escrow in the event that the company goes out of business. | | |
| (M) Process and / or Data Models are available. | | |
| (M) System variables are stored in tables accessible / maintainable by a trained DHFS database administrator or system administrator. | | |

5.6 (M) Data Exchange / System Integration

The system must integrate scheduling and timekeeping functions. The system must also have the ability to exchange data with DHFS HR, timekeeping, payroll, and cost accounting systems (see Section 1.3 above and *Appendix A – Data Exchange / System Integration*), reducing duplicative data entry and storage redundancy and ensuring efficient operations. Describe how your system's ability to import and export data between these systems. Also propose a recommended approach to data exchange / system integration.

| In addition to your written response, please indicate Yes or No if your system has the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|--|-----|----|
| Provides integrated scheduling and timekeeping functions. | | |
| Able to accept data from DHFS Human Resources system (PIVS). | | |
| Able to provide data to DHFS timekeeping and / or payroll system (T&T system and / or APS). | | |
| Able to accept Financial Management System (FMS) cost code data. | | |
| Able to provide cost accounting data (e.g., hours worked in associated cost centers) to DHFS Financial Management System (FMS). | | |

5.7 (M) Technical Usability

The system must be comprehensive, fully functional, and easy to use. Describe how your solution supports the user needs and functions listed below. Include screen shots or demo disks to show the product's GUI / layout and screen navigation.

| In addition to your written response, please indicate Yes or No if your system has the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|--|-----|----|
| (M) Web-based or Client-Server based. | | |
| (M) Implements a user-friendly environment (e.g., Windows or ATM metaphor, and | | |

| | | |
|------------------------------------|--|--|
| intuitive navigation). | | |
| (M) Accommodates multi-user roles. | | |

5.8 (M) Scalability

The system must be accessible from a central location and across geographically dispersed facility locations. It must also allow for additional users and facilities to be added over time, if needed. Describe how your system provides this functionality.

| In addition to your written response, please indicate Yes or No if your system has the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|---|-----|----|
| Accommodates dispersed campus geography. | | |
| Accommodates centralized server / database, decentralized use. | | |
| Ability to add additional users or facilities to the system over time. | | |

6.0 BUSINESS REQUIREMENTS

Vendors must respond to the requirements in this section in accordance with the instructions given in Section 2.4(e) above. For each requirement, vendors must provide documentation as requested by the State. The documentation demonstrates they understand the requirement and agree to the requirement. Include screen shots or demo disks to demonstrate system functionality, if it helps clarify the response. All requirements listed below are *Mandatory (M)* unless otherwise indicated as *Desirable (D)*. Vendors are required to fully describe their proposed approach to meeting each Mandatory and Desirable requirement.

6.1 (M) Create / Revise Master Schedule

The automated staff scheduling and timekeeping system must depict a “Master Schedule” for a facility. All positions and shift patterns required to meet business needs across units at the facility must be reflected in the Master Schedule. Describe how your system provides this functionality.

| In addition to your written response, please indicate Yes or No if your system has the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|---|-----|----|
| Builds empty schedule based on required staffing allocation. | | |
| Lists the positions to be scheduled. | | |
| Shows schedule by day, week, pay period, month, etc. | | |
| Segments days into shifts. | | |
| Marks days off for predetermined rotations. | | |
| Identifies shift patterns / rotations. | | |
| Imposes shift patterns / rotations on schedule. | | |
| Allows different shift schedules for different positions. | | |
| Shows number of positions needed to meet staffing requirements. | | |

6.2 (M) Autobuild Schedules

The system must assign staff to positions and shifts in the Master Schedule according to predefined business rules. Business rules may be specific to a facility, union, and / or special staffing need (*See Appendix I –Sample Union Rules*). The system should be able to build schedules that accommodate approved leave schedules, work unit vacancies, work unit special needs, etc. Describe how your system provides this functionality.

| In addition to your written response, please indicate Yes or No if your system has the following capabilities: (checking No may NOT disqualify your proposal). | YES | NO |
|---|-----|----|
| Associates an employee with a position. | | |
| Applies employee’s approved pre-scheduled leave. | | |
| Applies Federal and State regulations (e.g., Fair Labor Standards Act (FLSA)). | | |

| | | |
|--|--|--|
| Applies union-specific rules. | | |
| Applies facility-specific rules. | | |
| Applies rules derived from local / union agreements. | | |
| Adjusts staff-level for work unit special needs (e.g., one-to-one). | | |
| Assigns employees to fill schedule needs, based on seniority rules. | | |
| Fills schedule shell to meet staffing requirements. | | |
| Allows autobuild function to be run on as needed basis. | | |
| Shows number of positions still needed to meet staffing requirements (after autobuild has been run). | | |

6.3 (M) Update Schedules

The system must allow a Scheduler to adjust staffing levels based on a facility's needs, staffing changes, and / or employee leave issues. It must validate against predefined rules prior to implementing schedule changes and it must allow the Scheduler to manually override rules after alerting that a change will break a rule. Describe how your system provides this functionality.

| In addition to your written response, please indicate Yes or No if your system has the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|--|-----|----|
| (M) Allows Scheduler to change schedules to meet changes in scheduling needs, to accommodate shift and day off trades, etc. | | |
| (D) Allows employees to submit a request to change their schedule (e.g., request leave or trade shifts). | | |
| (D) Automatically processes employee-generated requests for shift and day off trades. | | |
| (M) Allows Scheduler to add or delete an employee from system. | | |
| (D) Automatically contacts employee with schedule changes. | | |
| (M) Flags employee absences (excused & unexcused). | | |
| (M) Alerts Scheduler if a rule will be broken by a schedule change. | | |
| (M) Allows Scheduler to override a rule. | | |
| (M) Updates number of positions needed to meet staffing requirements, as updates are made. | | |

6.4 (M) Determine Staff Placement / Replacement

The system must assist a Scheduler in determining staff placement / replacement options as needed to fill staffing needs during unscheduled staff absence or changes in staffing needs. Describe how your system provides this functionality.

| In addition to your written response, please indicate Yes or No if your system has the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|--|-----|----|
| (M) Allows staff to submit overtime preferences / availability (capture a voluntary overtime list). | | |
| (M) Determines staff availability using 24-hour period "on-call" list. | | |
| (M) Implements rules (union / seniority) to determine staff availability. | | |
| (M) Sequences employees for voluntary overtime (e.g., seniority list). | | |
| (M) Shows voluntary overtime list. | | |
| (D) Automatically contacts employee with overtime offer. | | |
| (M) Allows documentation of employee contact regarding overtime offer. | | |
| (M) Sequences employees for involuntary (forced) overtime (e.g., in reverse seniority). | | |
| (M) Shows "involuntary overtime" list (implementing predefined rules). | | |
| (D) Automatically contacts employee regarding involuntary placement. | | |
| (M) Documents employee contact regarding involuntary placement. | | |
| (M) Identifies when staff placement may result in overtime. | | |

| | | |
|--|--|--|
| (M) Identifies when staff placement has resulted in overtime. | | |
| (M) Shows staff in overtime status (forced and voluntary). | | |
| (D) Allows Scheduler to indicate staffing conflicts (i.e., two staff can't be scheduled together). | | |

6.5 (M) Update Leave Balances

The system should track staff leave balances and should check against them, prior to allowing a Scheduler to grant leave. Describe how your system provides this functionality.

| In addition to your written response, please indicate Yes or No if your system has the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|--|-----|----|
| Calculates projected leave balance. | | |
| Updates used leave balance. | | |
| Compares leave with policy, signal alarm if threshold exceeded. | | |
| Allows Supervisor to override leave change to a leave balance. | | |
| Documents changes to leave balances. | | |

6.6 (M) Time and Attendance Data Collection

The system must integrate scheduling and timekeeping data, provide the ability to record clock in / clock out time in real-time, and implement rules related to time and attendance. Describe the options and tools your system implements to provide this functionality. The Division currently envisions using time recording devices that utilize badge or swipe card technology for shift workers. The vendor's proposal must include information here on product options and tools such as swipe cards, badges, readers, telephony, web, and biometric devices. Vendors must describe recommendations, assumptions and constraints associated with the use of these products in the DDES facilities.

| In addition to your written response, please indicate Yes or No if your system has the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|--|-----|----|
| Imports or use schedules from the system's scheduling component. | | |
| Automatically records time and attendance in real-time (non-manual). | | |
| Works with swipe card technology (e.g., barcode, magnetic proximity, Wiegand). | | |
| (D) Provides ability to use existing / future Employee ID cards or Building Entry Key Cards for swipe cards. | | |
| Applies time and attendance rules (e.g., Union need (<i>See Appendix I –Sample Union Rules</i>), Fair Labor Standards Act (FLSA), 4-minute variance). | | |

6.7 (M) Document Shift In / Out Time

The system must capture employee clock in / clock out times and should compare these times against scheduled start / stop times and against facility and union timekeeping rules. Describe how your system provides this functionality.

| In addition to your written response, please indicate Yes or No if your system has the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|--|-----|----|
| Captures actual start / stop time (i.e., clock in / clock out time). | | |
| Signals if start time is later than scheduled start. | | |
| Signals if start time is earlier than scheduled start. | | |
| Signals if stop time is earlier than scheduled stop. | | |
| Signals if stop time is later than scheduled stop. | | |
| Captures lunchtime out / in. | | |

6.8 (M) Timekeeping Record Approval

The system must allow employees and supervisors to view and approve clock in / clock out times. Supervisor must be allowed to make adjustments, prior to approvals. Describe how your system provides this functionality.

| In addition to your written response, please indicate Yes or No if your system has the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|--|------------|-----------|
| Documents employee approval. | | |
| Documents supervisor approval. | | |

6.9 (M) Cost Accounting

The system must provide the ability to track hours worked to appropriate Responsibility Area (RA), Project or Appropriation. Describe how your system provides this functionality.

| In addition to your written response, please indicate Yes or No if your system has the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|--|------------|-----------|
| (M) Records employee time in / out by Responsibility Area (RA), Project and Appropriation for each facility. | | |
| (D) Applies rules to calculate total time worked by Responsibility Area (RA), Project and Appropriation by shift for each facility. | | |
| (D) Provides ability to determine percentage of total work time by Responsibility Area (RA), Project and Appropriation for each facility. | | |

6.10 (M) Regulatory Compliance

The system must have the ability to meet Joint Commission on Accreditation of Healthcare Organizations (JCAHO) requirements. (See <http://www.jcaho.org> for more information on JCAHO.) The system must conform to regulatory requirements and address issues related to confidentiality vs. access. Describe how your system provides this functionality.

| In addition to your written response, please indicate Yes or No if your system provides the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|---|------------|-----------|
| (M) Record and total overtime for a facility. | | |
| (D) Record staff vacancy rate for a facility. | | |
| (D) Record actual staffing per unit at facility. | | |
| (M) Record total sick time for a facility. | | |

6.11 (M) Usability

The system must be comprehensive, fully functional, and easy to use. Describe how your solution supports the user needs and functions listed below. Include screen shots or demo disks to show the product's GUI / layout and screen navigation.

| In addition to your written response, please indicate Yes or No if your system has the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|--|------------|-----------|
| (M) Records real time entry and update of information. | | |
| (D) Implements electronic signatures. | | |
| (M) Implements a user-friendly environment for schedulers, timekeepers, managers, and staff. | | |
| (M) Provides easily understood error, edit, and confirmation messages. | | |
| (M) Accommodates multi-user roles. | | |
| (M) Captures and track historical information (7-year retention). | | |
| (M) Has audit trail capabilities (records UserID, time, and date stamp of database changes). | | |

| | | |
|---|--|--|
| (M) Provides a supervisor the ability to delegate responsibility to another supervisor. | | |
| (M) Implements a user-defined window of time for advertising available shifts. | | |

6.12 (M) Report Writer

The system must provide database query capabilities and should allow for report generation. Describe how your system provides this functionality.

| In addition to your written response, please indicate Yes or No if your system has the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|---|-----|----|
| (M) Accommodates ad hoc report generation. | | |
| (M) Accommodates custom (canned) report generation. | | |
| (M) Prints a roster. | | |
| (M) Prints a schedule (Scheduler). | | |
| (D) Prints a schedule (Staff). | | |
| (M) Ability to generate year-end reports (e.g., to indicate which position classifications were filled vs. those that were vacant, to indicate which position groupings generated overtime, or to report cost allocation by Responsibility Area). | | |

7.0 PERFORMANCE REQUIREMENTS

Vendors must respond to the requirements in this section in accordance with the instructions given in Section 2.4(f) above. For each requirement, vendors must provide documentation as requested by the State. The documentation demonstrates they understand the requirement and agree to the requirement. All requirements listed below are *Mandatory (M)* unless otherwise indicated as *Desirable (D)*. Vendors are required to fully describe their proposed approach to meeting each Mandatory and Desirable requirement.

7.1 (M) Performance Standards

Vendors must respond to the performance standards in this section:

- Describe your system's Backup / Recovery plan.
- Describe your system's transaction time performance, respond with respect to observed response time, CPU cycles used, total number of I / O operations, elapsed time from execution, and real memory required.

| In addition to your written response, please indicate Yes or No if your system has the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|---|-----|----|
| (M) A documented Backup / Recovery plan. | | |
| (D) System doesn't require reset after system administrator configuration changes. | | |

7.2 (M) System Availability

The system should be available 24 hours a day, 365 days a year. Describe how your system meets this requirement.

| In addition to your written response, please indicate Yes or No if your system has the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|---|-----|----|
| (M) System can be backed up without taking the system out of service. | | |
| (D) System can be upgraded without being taken out of service. | | |

8.0 SUPPORT REQUIREMENTS

Vendors must respond to the requirements in this section in accordance with the instructions given in Section 2.4(g) above. For each requirement, vendors must provide documentation as requested by the State. The documentation demonstrates they understand the requirement and agree to the requirement. All requirements

listed below are *Mandatory (M)* unless otherwise indicated as *Desirable (D)*. Vendors are required to fully describe their proposed approach to meeting each Mandatory and Desirable requirement.

8.1 (M) General Support

Vendors must provide documentation, training, and technical support for their product. Describe the following, for your system / product:

- System and user documentation, in both written and on-line form, including system software.
- Available training for the various role(s) responsible for maintaining and / or using the system to conduct their business.
- Levels and availability of technical support throughout the contract.

| In addition to your written response, please indicate Yes or No if your system has the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|--|-----|----|
| (D) Customizable help. | | |
| (D) Customizable training templates (to meet DDES and individual facility needs). | | |

8.2 (M) Technical Support

The system should be well supported by the vendor. Describe how your company provides this functionality.

| In addition to your written response, please indicate Yes or No if your company provides the following capabilities: (Checking No may NOT disqualify your proposal.) | YES | NO |
|--|-----|----|
| (M) Vendor provides technical support. | | |
| (M) Vendor provides written documentation (paper or electronic). | | |
| (M) Vendor provides training. | | |
| (D) Vendor provides users group. | | |
| (M) System should be supportable by trained, in-house staff – such as the database administrator or system administrator (for day-to-day use). | | |

8.3 (M) Long-term Support

The vendor must provide ongoing support for their product. Describe the following, for your system / product:

- Types of maintenance and support that you offer for your product.
- Minimal response time for requests for technical support.

9.0 COST PROPOSAL

9.1 General instructions on preparing cost proposals

The cost proposal should be submitted in a **separate envelope** with the written proposal. The cost proposal will be scored using a standard quantitative calculation where the most points will be awarded to the proposal with the lowest cost. Various costing methodologies are available to analyze the cost information submitted to determine the lowest costs to the State. The State will select one method and use it consistently throughout its analysis. The cost methodology will be available at the time that the proposals are due.

9.2 Format for submitting cost proposals

The **Cost Sheet** page (see Section 9.5) is to be used by the vendors to provide detail of all costs that the State will incur as a result of the vendor's proposal. The Cost Sheet form should show a line item for each separately priced cost element included in the vendor's proposal. Separate line items showing the maximum allowable charges for each year for such items as maintenance, training, and technical support services

where the unit cost of these items may increase during the life of the products(s) and / or services should be included.

All costs of complying with the terms and conditions of this RFP and of *Appendix D - State of Wisconsin Data Processing Agreement* must be shown on the Cost Sheet form. Any reductions to the costs which the vendor is offering as a part of its total proposal should be listed on Cost Sheet forms, clearly labeled as reductions, and clearly identified as to the source of the reduction. Vendors must also indicate if there will be any cost adjustments related to increasing or decreasing the number of system users, workstations, and / or sites in the next 4 years.

Submit ALL cost forms in a separate envelope as described in Section 2.4(j).

9.3 Fixed price period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 180 days starting on the due date for proposals.

9.4 Price clarification

The State reserves the right to clarify any pricing discrepancies related to assumptions on the part of the vendors. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

9.5 Cost sheet

Vendor: _____

Vendor Product(s): _____

| ITEM | TOTAL COST |
|--|------------|
| Software Product License, including Year 1 Maintenance, Cost: <i>List best price for 4182 total users, at 7 facilities and the Central Office site. Itemize to reflect costs for scheduler / timekeeper / supervisor software component and for staff software components based on information provided in Section 1.3.</i> | |
| Time Recording Device Costs: <i>List bundle price for 50 badge / swipe card devices. Vendor must recommend a device, based on understanding of DDES needs as stated in this RFP.</i> | |
| Software Product and Time Recording Device Maintenance & Support Cost – Year 2: | |
| Software Product and Time Recording Device Maintenance & Support Cost – Year 3: | |
| Software Product and Time Recording Device Maintenance & Support Cost – Year 4: | |
| Data Exchange / System Integration Development Costs: <i>List costs to integrate system with DHFS's human resources, time and task accounting, payroll, and financial management systems.</i> | |
| Implementation Costs: <i>Specify costs for implementation planning through proof-of-concept testing at one facility and system acceptance at remaining 6 facility sites and the Central Office. Includes assistance with system rule generation and for structuring cost accounting process.</i> | |
| Training Costs: <i>List cost for:</i> <ul style="list-style-type: none"> • System Administrator / DBA training - if vendor offers an option of on-site (at DHFS central office training, quote this price as it is preferred). • "Train the Trainer" – approximately 20 staff (comprised of schedulers, timekeepers, and supervisors) at each facility will be trained to use the system. These employees will then train additional staff at their respective facilities. | |
| Additional Cost Items: <i>Specify all additional items and costs that the State would be required to pay for this system, add lines as needed.</i> | |
| | |
| Total Mandatory Costs | |

| ADDITIONAL COST INFORMATION | TOTAL COST |
|---|------------|
| Training Costs: <i>List costs for all training options offered. Attach additional sheet if necessary.</i> | |
| Time Recording Device Costs: <i>List per unit price for additional vendor-recommended time recording devices and any bundle price if applicable, in the event DDES wishes to purchase additional devices.</i> | |
| Costs related to increasing or decreasing the number or system users, workstations, and / or sites in the next 4 years: <i>Per your Product Licensing structure, provide cost change information for these scenarios.</i> | |
| Hourly Support Rates: <i>List staff classification / role and hourly contract services rates for each. Sample roles include Project Manager, Analyst, and Developer staff.</i> | |
| Additional Cost Items: <i>Specify any additional recommended items and costs, including alternate time recording tools (e.g., telephony, web, biometrics).</i> | |

ATTACHMENT A – ARCHITECTURE AND SECURITY TECHNICAL STANDARDS LIST

The following is a list of high-level architecture and security standards intended as a tool to be used by the State of Wisconsin Department of Health and Family Services' (DHFS) divisions/offices and the Bureau of Information Systems (BIS) when obtaining and assessing how well a vendor's technical proposal fits the DHFS environment.

When a division/office creates any type of document to solicit IT products or services (such as a Request for Proposal (RFP), Request for Service (RFS), Request for Bid (RFB), or Request for Information (RFI)), BIS will assist in ensuring the technical information is clearly specified and any special handling is identified.

This list should be included in any Request, and the Request should require vendors to respond with a description of how they meet/comply with the requirements listed. Vendors must provide additional information, including version numbers and alternatives, especially where the proposed solution does not fit the applicable standards below.

This list defines the infrastructure within DHFS. This list may be extended if business needs require access from outside of DHFS (such as from the County systems).

When a division/office receives a vendor's response, the division/office should seek the input of BIS in evaluating the response prior to awarding the contract. This will ensure the vendor is in compliance with DHFS' policies and standards, as outlined in this document and on the DHFS WorkWeb (our Intranet site) at:

<http://dhfsweb/it/Policies/Policies&Standards/ITPolicy.htm>

In cases where a division/office has a business need requiring a solution that does not meet with the published DHFS standards and/or policies, BIS can work with the division/office to explore options for implementation including assistance in selecting the appropriate vendor and/or products.

Items in { } indicate planned version changes and a probable effective date (by Quarter based on calendar year). It is best to plan for both the current version and the {planned version, date} for each relevant item. Note planned version numbers and dates may change.

Supported Solution Technologies for DHFS:

1) Web Applications

- a) Authentication / Identification
 - i) Use existing State-wide e-Business Directory (LDAP – Lightweight Directory Access Protocol)
 - ii) Unique User Ids and Passwords
- b) Database
 - i) Oracle v8.1 {Oracle 9i, Q3 2004}
- c) Development
 - i) Java, J2EE, OS-independent, browser-independent
- d) Hosting
 - i) IBM WebSphere 4.0
- e) Browser
 - i) I.E. 5.5 {I.E. 6, Q1 2005}
- f) Messaging
 - i) Novell GroupWise v.6 {GroupWise v.6.5, Q3 2004}
 - ii) IBM MQ Series

- g) Data Transmission
 - i) HTTPS, SSL v3, 128bit
 - ii) HTTP
 - iii) BDE Protocol {Valicert Secure Transport, Q2 2004}

2) Client-Server Applications

- a) Authentication / Identification
 - i) Unique User Ids and Passwords
 - ii) Novell e-Directory
- b) Custom-built Applications
 - i) Novell e-Directory
 - ii) Databases:
 - (1) Oracle v8.1 {Oracle 9i, Q3 2004}
 - (2) SQL Server 2000
 - (3) MS Access 97 for workgroup solutions only (Workgroup is defined as databases and applications confined to a single server, with 5 or fewer concurrent users at the same geographical location.) {MS Access 2003, Q1 2005}

3) Desktop

- a) Windows NT 4 {Windows XP, Q1 2005}
- b) MDAC v2.1 {MDAC v2.6.2, Q2 2004} {MDAC v2.7, Q1, 2005}
- c) Microsoft Office 97 {Office 2003, Q1 2005}
- d) Novell GroupWise client v6 {GroupWise client v.6.5, Q3 2004}

4) Server

- a) Windows 2003
- b) Sun Solaris

5) LAN/WAN

- a) TCP/IP
- b) SNMP

6) HIPAA Compliance

- a) All applications built for programs that must be HIPAA-compliant should reference the requirements published at: <http://aspe.os.dhhs.gov/admsimp/>.

7) American Disabilities Act Compliance

- a) All applications should reference the requirements regarding accessibility in standards 604 through 607 at the intranet site <http://enterprise.state.wi.us/static/standards/>.

8) Access Control Definitions

- a) Discretionary Access Control

A means of restricting access to objects based on the identity of subjects and/or groups to which they belong. The controls are discretionary in the sense that a user or process given discretionary access to information is capable of passing that information along to another subject.
- b) Role-Based Access Control

An alternative to traditional access control models (e.g., discretionary or non-discretionary access control policies) that permits the specification and enforcement of enterprise-specific security policies in a way that maps to an organization's structure and business activities. Each user is assigned to one or more predefined roles, each of which has been assigned the various privileges needed to perform the role.

9) Deployment Requirements

- a) Additional Component Specifications
 - i) Any additional components required for the working of the proposed system must be listed.

- ii) Vendors should include details regarding how their proposed system is compatible with all other components listed in this document.
- b) Deployment Processes
 - i) Vendors should include any information on deployment processes, prerequisites, etc, which may effect the deployment of the proposed system.
- c) Vendors should include capacity requirements for the following:
 - i) Server Disk
 - ii) Server Memory
 - iii) Transaction Speed/Network Speed
 - iv) Client Disk
 - v) Client Memory
 - vi) Anticipated Growth

10) Security

- a) See sections on Authentication, Identification, HIPAA, and Access Control

11) Mainframe

- a) Operating Platform: OS390
- b) Database: DB2
- c) Security: RACF
- d) Authentication and Identification: Unique User Ids and Passwords

12) Hardware

No non-delegated hardware (contact DHFS IT Acquisition Manager for current list) should be purchased or acquired on behalf of DHFS before being reviewed and approved by the DHFS CIO, if the hardware will be connected to the DHFS network.

DHFS hardware standards are suitable for fully supporting the standards listed in this document. Vendors must include hardware requirements in their responses so the solution can be evaluated thoroughly for its fit in the DHFS environment. In some cases, hardware will require a more extensive approval process or an exception before a vendor's solution can be accepted. Hardware outside the DHFS standards noted may be denied. These standards and the contracts available for this procurement change frequently.

See the Desktop, Laptop and Printer Hardware Standards for hardware standards.

http://dhfsweb/it/Policies/Policies&Standards/3_01_Desktop_Hardware/3-1-pb.pdf

Problematic Technologies

Vendors should avoid proposing solutions outside the DHFS standards. Any proposals using the following technologies will need additional justification and review and may be denied. This list is generalized and intended as a guideline only and is not meant to be all-inclusive. Please contact BIS with specific questions.

1) The following implementations are not compatible with current infrastructure, standards, and best practices:

- a) Applications requiring a separate account store or directory.
- b) Applications requiring separate security systems or that do not uniquely identify users.
- c) Solutions built on operating systems or database platforms not noted above.
- d) Solutions requiring desktops to have modems.
- e) Solutions with network interface cards bridging a foreign network and the DHFS network.

2) The following solutions require additional vendor/business justification and/or investigation to determine compatibility:

- a) Resource-intensive solutions that could potentially exceed the capacity of the network beyond a manageable amount (example: streaming video on the network).
- b) Solutions requiring remote connection software or desktop client software.
- c) Applications with highly specialized support requirements.

d) Solutions requiring .NET services.

Approved by Denise Webb, DHFS CIO on February 23, 2004

APPENDIX A – DATA EXCHANGE / SYSTEM INTEGRATION

DATA EXCHANGE

The Scheduling and Timekeeping System must interface with existing DHFS human resource (HR), payroll, and financial management systems to reduce data entry and storage redundancy, to facilitate payroll functions, and to accommodate cost accounting needs. Integration with these existing systems may involve direct import / export of data from / to the staff scheduling and timekeeping system. Vendor proposals should include not only an off-the-shelf system, but also development of customized data exchange interfaces / routines between the system and the Department's existing HR, payroll, and financial systems. These systems are the Payroll/Personnel Input Verification System (PIVS), the Time and Task Reporting System (T&T) and / or the Automated Personnel System (APS), and the Financial Management System (FMS), are described below.

Payroll / Personnel Input Verification System (PIVS)

The Payroll/Personnel Input Verification System (PIVS) is an on-line system used to capture and validate payroll and personnel information. The system provides a single source of entry by the originator, which eliminates redundant data handling and errors; expedites processing of personnel transactions; and validates the data entered into the system against the appropriate 'official' data source. Those sources include: classification data; organizational accounting data; Dept. of Employment Relations (DER) Classification and Compensation Plan file; FMS Code File; several data dictionaries; and individual field edits.

PIVS provides some tracking information regarding the transaction including numerous position classification and employee appointment approvals. The PIVS approval process automatically 'flags' a transaction for the next approval level based on the established approval hierarchy for the Department. PIVS produces audit trail reports that reflect all transactions that are processed and what the current status is of each transaction. Although PIVS can accommodate union dues deductions, no deduction transactions are currently being processed through PIVS.

PIVS allows employing units to do the following:

- Create, update, delete and query position data.
- Request to fill, fractionate and reclassify / reallocate positions.
- Create and update appointment data.
- Create and update employee data.
- Query appointment/employee data.
- Review and approve position and appointment transactions.
- View and print PIVS generated transaction reports.
- Request specific reports.

The following elements need to be exported from PIVS to the automated scheduling and timekeeping system:

PIVS Supervisor_backup Table

| Field Name | Length | Type | Notes |
|-------------------------|--------|---------|---|
| Supervisor_Position_Num | 6 | varchar | Table key supervisor_position_num+supervisor_surplus_code = |
| Supervisor_Surplus_Code | 1 | char | There will be one to many backup position/surplus numbers for each supervisor position/surplus number. |
| Backup_Position_Num | 6 | varchar | |
| Backup_Surplus_Code | 1 | char | Position numbers beginning with P are non-budgeted positions (e.g., patient workers/foster grandparents, LTES). |

PIVS Secondary_level Table

| Field Name | Length | Type | Notes |
|------------|--------|------|-------|
|------------|--------|------|-------|

| | | | |
|----------------------|----|------|--|
| agency_no | 3 | char | Table key = secondary_level |
| division_code | 1 | char | DDES institution secondary levels will all have '435' as the agency code. The agency, division and org codes are defined in the FMS code file and interfaced to PIVS on a daily basis. |
| org_code | 3 | char | |
| emp_unit_id | 6 | char | |
| secondary_level | 3 | char | The secondary levels are primarily used by payroll/personnel to distribute workload... some divisions have more than one secondary_level due to the volume of transactions processed on a regular basis. |
| secondary_level_desc | 40 | char | |
| sec_level_acronym | 5 | char | |

PIVS Position Table

| Field Name | Length | Type | Notes |
|-----------------------------|--------|----------|--|
| position_num | 6 | char | Table key = position_num+surplus_code |
| surplus_code | 1 | char | |
| agency_no | 3 | char | |
| bureau_code | 3 | char | Bureau (same thing as RA) identifies an area within an organization with some fiscal responsibility. |
| class_id | 5 | char | |
| division_code | 1 | char | |
| emp_unit_id | 6 | char | Employing unit is used to identify where the employee has employment rights in the agency. This field consists of the agency code and org code (ex: 435216 = CWC). |
| org_code | 3 | char | |
| pos_type_id | 2 | char | Position type is used to identify the various kinds of positions we use in the agency. (Ex: 01=permanent unclassified positions; 05=project positions; 12=unclassified positions; 13=appointed positions). |
| secondary_level | 3 | char | Secondary level is a further breakdown of an organization. The secondary level and org code are the same values for all institution/centers. |
| section_code | 3 | char | The Section field is not currently being used in PIVS but could be useful for storing S&T work unit information. |
| fte_percent | 8 | float | |
| pos_eff_dt | 8 | datetime | Begin date of the position. |
| pos_end_date | 8 | datetime | End date of the position. |
| Supervisor_Position_Num | 6 | varchar | Every position needs to have a supervisor identified. This data is currently not complete for the institution positions. |
| Supervisor_Surplus_Code | 1 | char | |
| Management_Status_Id | 4 | int | Identifies the management status of the position (supervisor, manager, lead worker, executive, non-manager). |
| Org_Chart_Hierarchy_Type_Id | 2 | varchar | Identifies where the position fits in the organizational hierarchy (agency secretary, division management, bureau management, section management, etc.). |

PIVS Position Funding Line Table

| Field Name | Length | Type | Notes |
|------------|--------|------|-------|
|------------|--------|------|-------|

| | | | |
|----------------------|---|-------|---|
| position_num | 6 | char | Table key = position_num+surplus_code+funding_line_id |
| surplus_code | 1 | char | Each position/surplus combination can have between 1-4 funding lines reflecting how the position is funded. |
| funding_line_id | 2 | char | Line numbers are 01,02,03,04. |
| agency_no | 3 | char | Agency number, fund code, appropriation, sublevels 1,2&3, project, object class and account codes are defined in the FMS Code file and interfaced to PIVS on a daily basis. |
| fund_code | 2 | char | |
| appropriation_code | 3 | char | |
| sub_level_1 | 2 | char | |
| sub_level_2 | 2 | char | |
| sub_level_3 | 2 | char | |
| project_code | 3 | char | |
| object_class | 4 | char | |
| accounting_code | 5 | char | |
| funding_line_percent | 8 | float | Each line has a percentage. The total of all funding lines for each position/surplus combination must add up to 100%. |

PIVS - Organization Appropriation Table

| Field Name | Length | Type | Notes |
|---------------|--------|------|--|
| agency_no | 3 | char | Table key = agency_no+appr_code |
| division_code | 1 | char | This table reflects all the valid organization-appropriation codes used in DHFS. The fund_source field reflects the type of appropriation (ex: GPR, PRO, PR, SEG, etc.). |
| org_code | 3 | char | |
| appr_code | 3 | char | |
| fund_source | 3 | char | |

PIVS - Organization Table

| Field Name | Length | Type | Notes |
|---------------|--------|------|--|
| agency_no | 3 | char | Table key = agency_code+org_code |
| division_code | 1 | char | These values are defined in the FMS Code file and are interfaced to PIVS on a daily basis. |
| org_code | 3 | char | |
| org_desc | 30 | char | |

PIVS - Employee Table

| Field Name | Length | Type | Notes |
|----------------|--------|----------|---|
| emp_ssn | 9 | char | Table key = emp_ssn+emp_chk_digit |
| emp_chk_digit | 1 | char | Used as a tiebreaker for duplicate SSNs. |
| emp_home_co | 2 | char | Numeric code associated with each county in the state. |
| cs_adj_st_dt | 8 | datetime | Seniority date- adjusted to reflect breaks in service. |
| cs_start_dt | 8 | datetime | Original seniority date reflecting the continuous service start date of the employee. |
| emp_birthdate | 8 | datetime | mm/dd/yyyy |
| emp_lastname | 18 | char | |
| emp_firstname | 16 | char | The middle initial is stored in the first name field. |
| middle_init | 1 | char | |
| emp_home_addr1 | 25 | char | |
| emp_home_addr2 | 25 | char | Don't currently use this field in PIVS. |
| emp_home_city | 12 | char | |
| emp_home_st | 2 | char | Standard state abbreviations. |

| | | | |
|---------------------|----|------|---|
| emp_home_zip1 | 5 | char | |
| emp_home_zip2 | 4 | char | optional |
| emp_mail_str | 25 | char | |
| emp_mail_city | 18 | char | |
| emp_mail_st | 2 | char | |
| emp_mail_zip | 5 | char | |
| emp_mail_zip2 | 4 | char | optional |
| emp_phone_area_code | 3 | char | |
| emp_phone_no | 7 | char | |
| emp_sex_id | 1 | char | M/F |
| marital_stat | 1 | char | Ex: Married, single, divorced. |
| prim_sec_level | 3 | char | Primary secondary level can be different from the appointment secondary level when the employee has more than one active appointment. The DOA-Leave system stores leave balances by employee, regardless of how many active appointments a person has. Consequently, a primary secondary level is used to identify where the leave information should be managed. |
| leave_sort | 6 | char | Used to identify where the leave balance information should be reported. |
| unlist_phone_ind | 1 | char | Yes/No indicator (unlisted phone number). |

PIVS - Appointment Table

| Field Name | Length | Type | Notes |
|--------------------|--------|----------|--|
| emp_ssn | 9 | varchar | Table key = emp_ssn+appt_number+position_num+surplus_code |
| emp_chk_digit | 1 | varchar | |
| position_num | 6 | varchar | |
| surplus_code | 1 | varchar | |
| appt_number | 1 | varchar | Each employee can have up to 5 appointments in the appointment table at one time (active and inactive appointments). DOA runs a 'purge' process once a year to archive the terminated appointments. PIVS moves the archived appointments to the appointment_history table. |
| appt_begin_dt | 8 | datetime | Date the appointment began. |
| appt_flsa_status | 1 | varchar | |
| appt_sch_model | 6 | varchar | |
| appt_secondary_lvl | 3 | varchar | |
| appt_term_cd | 2 | varchar | |
| appt_term_date | 8 | datetime | |
| appt_type_id | 2 | varchar | |
| adj_base_pay | 8 | float | Format: 99999.999 |
| base_pay | 8 | float | Format: 99999.999 |
| emp_bu_eff_dt | 8 | datetime | |
| holiday_status | 1 | varchar | |
| inactive_code | 2 | varchar | |
| loa_begin_date | 8 | datetime | Leave of Absence begin date. |
| loa_code | 2 | varchar | Code reflecting the type of leave of absence. |
| loa_return_dt | 8 | datetime | Leave of Absence end date (when employee is expected to return). |
| ot_status | 1 | varchar | Code identifying overtime status of the appointment. |

| | | | |
|---------------------------|----|----------|--|
| prcnt_schd_wk | 8 | float | Appointment Full Time Equivalency (FTE). Reflects the percentage of hours in a pay period the employee is scheduled to work. |
| prj_appt_end_dt | 8 | datetime | End date of a project appointment. |
| prob_start_date | 8 | datetime | Probation/Trainee status start date. |
| prob_train_stat_id | 1 | varchar | Probation/Trainee status. |
| prob_trn_end_dt | 8 | datetime | Probation/Trainee status end date. |
| retire_cat | 2 | varchar | A code used to identify which retirement category the appointment is associated with. |
| scheduled_hrs | 8 | float | Number of hours scheduled in pay period. |
| spec_pay_code | 1 | varchar | Specialty pay code. |
| standby_oc_code | 1 | varchar | Stand by / on call code. |
| supp_pay_amt | 8 | float | Supplemental pay amount. Add on to the base rate. |
| supp_pay_code | 1 | varchar | Supplemental pay code. |
| work_phone_area_c d | 3 | varchar | |
| work_phone_no | 7 | varchar | |
| work_room_num | 5 | varchar | |
| work_street | 15 | varchar | |
| work_city | 12 | varchar | |
| work_county | 2 | varchar | |
| work_state | 2 | varchar | |
| work_zip_code | 9 | varchar | |
| work_title | 35 | varchar | optional |
| lv_alloc_base_hr | 3 | varchar | Leave allocation base hours. Number of hours each pay period used by DOA to determine the amount of leave the appointment will earn. |
| inac_eff_date | 8 | datetime | Start date associated with the inactive code status (only filled in if the inactive code is not 00). |
| union_local_no | 4 | char | Union local number. |
| LAN_Id | 8 | varchar | DHFS LAN ID. |
| Host_Id | 8 | varchar | DHFS Host access ID. |
| Work_Building_Na me | 15 | varchar | |
| Pager_Phone_Area_ Code | 3 | varchar | |
| Pager_Phone_Numb er | 7 | varchar | |
| Cell_Phone_Area_C ode | 3 | varchar | |
| Cell_Phone_Number | 7 | varchar | |
| Work_Phone_Ext_N umber | 10 | varchar | |
| Background_Check_ Date | 8 | datetime | Date of last background check. |
| Reporting_Type_Co de | 1 | char | Used by T&T to determine the type of reporter (time, time and task, task only, none). |
| System_Id | 4 | int | Used by T&T to determine which activity codes the employee should have access. |

PIVS - Tnt_emp_id_ssn_xref Table

| Field Name | Length | Type | Notes |
|------------|--------|---------|--|
| Emp_ID | 5 | numeric | Table key = emp_ssn |
| Emp_SSN | 9 | char | This table is a cross reference between the employee's social security number and the DHFS employee id. Emp_ssn is used as a processing key in PIVS. The emp_id is used as the processing key in T&T. This table allows us to cross-reference the two keys across systems. The emp_id is generated by PIVS for all new employees. This is the same ID that appears on the employee ID cards. |

PIVS - Classification Table

| Field Name | Length | Type | Notes |
|------------------------------|--------|---------|--|
| class_id | 5 | char | Table key = class_id |
| class_title | 35 | char | This table is interface to PIVS from DOA on a daily basis reflecting the valid classifications used in state agencies. |
| represent_unit_id | 2 | char | Representation unit id (a.k.a.: bargaining unit). Code identifying which representation unit the classification is associated with. This field also identifies non-represented groups. |
| eeo_category_id | 1 | char | Code identifying equal employment opportunity categories. |
| job_group_id | 3 | char | Code identifying job groups for equal employment processing. |
| pay_schedule_code | 2 | char | Classifications are assigned to pay schedule and range groups for compensation regulations. |
| pay_range_code | 2 | char | |
| Standby_Pay_Ind | 1 | char | Standby pay eligibility indicator. Used in T&T processing. |
| Added_Responsibility_Pay_Ind | 1 | char | Responsibility pay eligibility indicator. Used in T&T processing. |
| Beeper_Pay_Ind | 1 | char | Beeper pay eligibility indicator. Used in T&T processing. |
| Class_Risk_Code | 4 | char | Code assigned to each classification to risk assessment processing. |
| class_short_title | 10 | varchar | Acronym of classification used in reporting. |
| class_long_title | 85 | varchar | Full description of classification used in automated appointment letters. |

PIVS - Bureau Table

| Field Name | Length | Type | Notes |
|-------------------|--------|---------|---|
| agency_no | 3 | char | Table key = org_code+bureau_code |
| division_code | 1 | char | Code values reflected in this table are defined in the FMS Code file and interfaced into PIVS on a daily basis. |
| org_code | 3 | char | |
| bureau_code | 3 | char | |
| bureau_desc | 40 | char | Bureau title as defined in the FMS Code file. |
| bureau_acronym | 6 | char | Bureau acronym used for reporting. |
| bureau_long_title | 60 | varchar | Bureau full title used in automated appointment letters. |

Time and Task Reporting System (T&T) / Automated Personnel System (APS)

The Time and Task Reporting System (T&T) is a new on-line system used to provide one point of input for both time and task data. Currently implemented for a subset of staff in the central office, it will eventually be used by all non-facility staff, replacing existing paper timesheets. T&T allows employees to update their standard schedules with the actual time worked, and allows both employees and supervisors to approve

these hours, at the end of the pay period, for submission to the Automated Personnel System (APS) for payroll preparation.

APS is a mainframe system that generates paper timesheets with employee schedules. Employees update the information on this printout to reflect actual hours worked. At the end of the two week pay period employees sign and date the print out and then submit it to their supervisor for signoff. Once T&T (at the central office) and the automated scheduling and timekeeping system (at the facilities) are fully implemented, this functionality will no longer be required. APS will still be required for payroll processing functions.

The following elements need to be exported from the automated scheduling and timekeeping system to either the T&T system or to APS:

| ITEM | TYPE | | DESCRIPTION |
|----------------------|-----------------|----------|--|
| Emp_ID | [smallint] | NOT NULL | Employee ID number. |
| Appt_Num | [tinyint] | NOT NULL | Appointment number. |
| pp_strt_dt | [smalldatetime] | NOT NULL | Pay period start date. |
| wrk_schd_day_num | [tinyint] | NOT NULL | Work schedule day number (1-14). |
| wrk_schd_tm_seq_num | [tinyint] | NOT NULL | Sequence number for start and stop times within pay period. |
| lv_pay_cd | [char] (3) | NULL | Leave code. |
| lv_pay_cd_type | [char] (1) | NULL | Leave type. |
| wrk_schd_strt_tm | [char] (4) | NULL | Work schedule start time. |
| wrk_schd_stop_tm | [char] (4) | NULL | Work schedule stop time. |
| Wrk_Schd_Changed_Ind | [char] (1) | NULL | Work schedule change indicator. |
| DOA_Extrect_Ind | [char] (1) | NULL | Indicator ('Y' / 'N') we will export the time only once for a pay period to APS. As part of the export process, we only send times for the pay period where the indicator is 'N' . |
| DOA_Extrect_Dt | [smalldatetime] | NULL | Date DOA_Extrect_Ind is set to "N". |
| updated_date | [datetime] | NULL | Date updated. |
| updated_by_id | [char] (7) | NULL | ID of employee who updated the record. |

Financial Management System (FMS)

The **Financial Management System (FMS)** generated reports for cost accounting purposes. Cost accounting is a process for tracking an incurred cost back to a specific Responsibility Area (RA), Project, and Appropriation. Frequently, staff allocated to a facility or unit within a facility may be needed to work in a different area. Cost accounting ensures that costs are accurately calculated and charged to the area that incurs the cost.

The following elements need to be exported from FMS to the automated scheduling and timekeeping system:

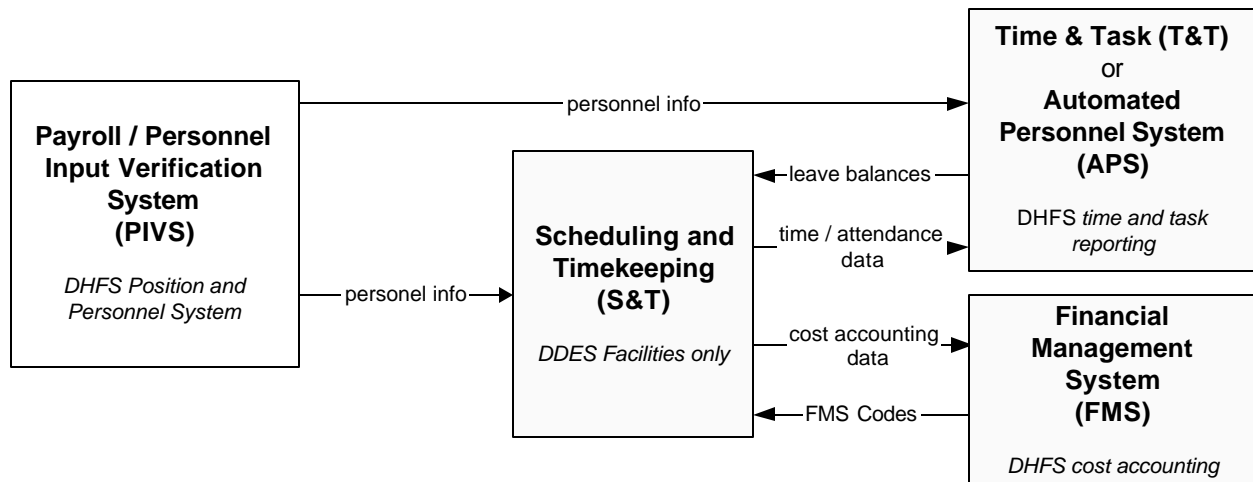
| Field Name | Length | Type | Notes |
|---------------|--------|------|--|
| agency_no | 3 | char | Table key = secondary_level |
| division_code | 1 | char | DDES institution secondary levels will all have '435' as the agency code. The agency, division and org codes are defined in the FMS code file and interfaced to PIVS on a daily basis. |

| | | | |
|---------------------|----|---------|--|
| org_code | 3 | char | |
| bureau_desc | 40 | char | |
| responsibility_area | 9 | varchar | |
| project_code | 9 | varchar | |
| appropriation_code | 9 | varchar | |

Elements that need to be exported from FMS to the automated scheduling and timekeeping system will include employee information, clock in / clock out, and facility-specific information including responsibility areas (i.e., the area in the facility where they actually worked).

SYSTEM INTEGRATION

DHFS envisions the new automated scheduling and timekeeping system to integrate with the existing DHFS system in a manner that best facilitates data exchange between these systems. A possible configuration is depicted below.



APPENDIX B – TERMINOLOGY DEFINITIONS

| Term | Definition |
|---------------------------|---|
| Facility / Institution | The entities that DDES manages. These entities include: Mendota Mental Health Institute Central Wisconsin Center Winnebago Mental Health Institute Wisconsin Resource Center Northern Wisconsin Center Southern Wisconsin Center Sand Ridge Secure Treatment Center |
| FLSA | Fair Labor Standards Act. |
| FTE | Full Time Equivalent - A full time position. |
| Local / Union Rules | Each labor union contract defines work rules for classifications falling under the union's domain. See Appendix I - Sample Union Rules for representative examples. |
| LTE | Limited Term Employment - A position of limited duration. It is restricted in its use to special employment conditions such as: <ul style="list-style-type: none"> • Periods of peak workload. • Cyclical workloads of limited duration. • Other emergency workload needs. |
| One-to-one | A position may be reassigned to work with an individual client to address a special need or unplanned need (e.g., escort a resident on visit to doctor). Due to the special assignment, the position will not be available to perform the duties assigned in their original schedule. |
| Position / Classification | A job title and role as defined by a position description and classification specification. A position / classification will perform specific functions at a facility. Examples include: <ul style="list-style-type: none"> • Registered Nurse (RN) • Licensed Practical Nurse (LPN) • Residential Care Technician (RCT) • Supervisor |
| Rotation | A rotating series of days worked / days off on a week to week basis which continues for a specific number of weeks. For example, in the first week, days off are Sunday and Monday; in week two, days off are Monday and Tuesday; in week three, days off are Tuesday and Wednesday, etc. |
| Scheduler | An employee who creates schedules to meet business needs at a facility. May be more than one person per facility. |
| Shift | A designated time period, to which an employee is assigned to work. All facilities / institutions operate 24 x 7 x 365 and all have diverse staffing requirements. Several different classifications may be needed on a particular shift. More than one of any given classification may also be needed on a particular shift. Shift start and end times continue at different intervals throughout the day. Shift pattern examples include: <p>0600 lunch 1430 (2:30pm) 8 hour shift 0600 “ ” 1630 (4:30pm) 10 hour shift 0600 “ ” 1830 (6:30pm) 12 hour shift 1200 “ ” 2030 (8:30pm) 8 hour shift</p> <p>Staff may work any shift to which they have been assigned. Although shifts don't always have names, they are frequently refer to by the time of day they occur, such as: AM - 5:00am until noon PM - noon until 2200 (10:00 PM) NOC 2200 (10:00 PM) until 5:00.</p> <p>Several departments have employees assigned to shift work. These include nursing, custodial, food service and laundry service. Recreation staff work AM and PM shifts and some weekends. Physicians may take turns covering holidays and weekend and on-call duty.</p> |

| | |
|------------------|--|
| Staff / Employee | The person who has been hired into a particular position. |
| Timekeeper | An employee who creates verifies and enters employee timesheet information into the timekeeping / payroll systems. Each facility has multiple timekeepers. |
| Unit | A functional area within a facility to which positions are assigned. A unit will have multiple positions / classifications that work various shifts. Examples include: Treatment Unit A Treatment Unit B Residential Unit A |
| User Friendly | A term used to describe a computer software program or hardware device that has been designed to be easy for all users to learn and use without much difficulty, especially for people who are not computer experts. This term is most often used to describe software. For example, client-server software that implements a consistent look and feel across all screen, employs a typical metaphor of pull down menus and “clickable” buttons, meaningful icons, and has searchable Help documentation. Other examples include easy navigation between screens and intuitive search capabilities. |

APPENDIX C – VENDOR INFORMATION

STATE OF WISCONSIN
DOA-3477 (R05/98)

Bid / Proposal # _____

Commodity / Service _____

1. BIDDING / PROPOSING COMPANY NAME _____

FEIN _____

Phone () _____

Toll Free Phone () _____

FAX () _____

E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

2. Name the person to contact for questions concerning this bid / proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

3. Any vendor awarded over \$25,000 on this contract must submit affirmative action information to the Department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Address _____

City _____ State _____ Zip + 4 _____

5. CEO / President Name _____

This document can be made available in accessible formats to qualified individuals with disabilities.

APPENDIX D – STATE OF WISCONSIN DATA PROCESSING AGREEMENT

This Agreement is made between the State of Wisconsin (the State) as represented by the (Contracting Agency) and _____ (Contractor) commencing on the date this Agreement is signed by the Contracting Agency.

This Agreement shall become effective commencing on the date this Agreement is signed by the Contracting Agency and shall remain in effect for one (1) year from that date. This Agreement may be renewed for three (3) additional periods of one (1) year upon mutual agreement by the State and Contractor.

The State agrees to acquire from Contractor and Contractor agrees to furnish a proposal for off the shelf software resulting in an automated staff scheduling and timekeeping system for the Department of Health and Family Services (DHFS), as identified specifically in the Contractor’s response to the State’s solicitation document and in accordance with the terms and conditions specified herein. The proposal must also include the development of customized data exchange interfaces / routines between the system and the Department’s existing human resource (HR), timekeeping, payroll, and financial management systems, consultation services for development and execution of an implementation strategy, implementation assistance, staff training in the system use and administration, and related maintenance / support for three years beyond the initial purchase year, and timekeeping devices. The system would be installed and implemented at seven DDES facilities, with report generation capabilities in the central office.

The following are by reference attached hereto and made part of this Agreement and in the event of conflicts are listed in the order of precedence with this Agreement having primary precedence.

- Official Purchase Orders
- Contractor’s Proposal Dated no later than 03/29/04
- State’s Request for Proposal Dated 02/23/04
- Software Rider
- Software Development Rider
- Personal Services Rider
- Standard Terms and Conditions
- Supplement to Standard Terms and Conditions
- Hardware Rider
- Hardware Maintenance Rider

This Agreement with attachments and purchase orders issued hereunder constitutes the entire agreement of the parties in relation to the subject matter hereof, and no other agreements or understandings, verbal or otherwise, exist between the parties except as herein expressly set forth.

| | |
|----------------|-------------------------------|
| For: _____ | For State of Wisconsin: _____ |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |
| Witness: _____ | Witness: _____ |

STATE OF WISCONSIN
DOA-3476 (R12/96)

Bid / Proposal # _____

APPENDIX E – AFFIDAVIT

THIS COMPLETED AFFIDAVIT MUST BE SUBMITTED WITH THE PROPOSAL.

PROPOSER PREFERENCE Please indicate below if claiming a proposer preference.

- ☐ Minority Business Preference (s. 16.75(3m), Wis. Stats.) - Must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 8th Floor, 123 W. Washington Ave., P.O. Box 7970, Madison, Wisconsin 53707-7970, (608) 267-9550.

AMERICAN-MADE MATERIALS

The materials covered in our proposal were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer competitor or potential competitor; that this proposal has not been knowingly disclosed prior to opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions, and specifications required by the state in this Request for Proposal and the terms of our proposal.

Authorized Representative _____ Title _____
Type or Print

Authorized Representative _____ Date _____
Signature

Company Name _____ Telephone _____

This document can be made available in accessible formats to qualified individuals with disabilities.

ATTACHMENT F – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

STATE OF WISCONSIN

DOA-3027 N(R09/96)

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Proposal # 0441-DDES-GG includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid / proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids / proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

| Section | Page # | Topic |
|---------|--------|-------|
|---------|--------|-------|

| | | |
|--|--|--|
| | | |
| | | |
| | | |
| | | |

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this form in the bid / proposal response may mean that all information provided as part of the bid / proposal response will be open to examination and copying. The state considers other markings of confidential in the bid / proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name

Authorized Representative

Signature

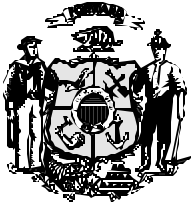
Authorized Representative

Type or Print

Date

This document can be made available in accessible formats to qualified individuals with disabilities

APPENDIX G – VENDOR AGREEMENT WISCONSIN’S COOPERATIVE PURCHASING SERVICE



STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION
VENDOR AGREEMENT
WISCONSIN'S COOPERATIVE PURCHASING SERVICE
 DOA-3333 N(R01/91)

Wisconsin statutes (S. 16.73 Wis. Stat.) establishes this program that allows Wisconsin municipalities to purchase through State contracts, when the vendors agree to extend their terms to them. Participating in the Service gives vendors opportunities for additional sales without additional bidding. Municipalities use the Service to expedite purchases. A “municipality” is define as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district or any other public body having the authority to award public contracts.

If you agree to make the products or services of this contracts available to Wisconsin municipalities, the Department of Administration will provide the information through a subscriber Service. Interested municipalities:

... will contact you directly to place orders referencing the State Purchasing Operational Bulletin Number; and

... are responsible for receipt, acceptance, inspection of goods directly from the vendor and make payment directly to the vendor.

A vendor in the Services, may specify the minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas other minimal changes for municipalities.

The State of Wisconsin is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

YOUR DECISION ON PARTICIPATING IN THIS SERVICE HAS NO EFFECT IN AWARDING THE CONTRACT.

_____ **I agree**, to making the product or services of this bid / proposal available to Wisconsin municipalities with any special conditions noted below:

_____ **I do not agree** to making the products or services on this bid / proposal available to Wisconsin municipalities at the terms and conditions and prices bid / proposed.

| | | | |
|------------------------|------|-----------------------|-----|
| Signature | | Date | |
| Name (type or print) | | Title | |
| Company | | Telephone () | |
| Address (Street) | City | State | Zip |
| Request for Bid Number | | Commodity / Service | |

1 / 91

APPENDIX H – VENDOR REFERENCE

STATE OF WISCONSIN
DOA-3478 (R12/96)

Bid Proposal # _____

FOR VENDOR: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and / or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and / or Service(s) Used _____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and / or Service(s) Used _____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and / or Service(s) Used _____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and / or Service(s) Used _____

This document can be made available in accessible formats to qualified individuals with disabilities.

APPENDIX I – SAMPLE UNION RULES

I. VACATION SCHEDULING - PSYCHIATRIC CARE TECHNICIANS

The WSEU agreement provides that in scheduling vacation, personal and legal holidays, choice of time and amounts shall be governed by seniority as defined in Article V of the master agreement.

- A. Vacation/holiday scheduling will be done in two rounds, both by seniority (for informational purposes, the Employer will try to begin this process by the first week in October).
 - 1. Round One: Paid leave, excluding sick leave, can be scheduled in one or two blocks of consecutive days off, not to exceed a total of 80 hours.
 - 2. Round Two: All remaining paid leave, excluding sick leave, may be scheduled or floated or a combination of both.
- B. Time not scheduled during A above shall be designated as 'float-time'. Float-time may not be carried into the following calendar year other than that specifically identified as carry-over under contractual provisions.
- C. When picking vacation, employees may schedule time to be taken off during the current calendar year plus time desired to be taken off during the first 15 days of the ensuing calendar year. It is understood that time scheduled shall represent time earned during the calendar year in which scheduled. Time earned in the ensuing year may not be borrowed for use in the current year.
- D. Vacation time means vacation, personal holidays, Saturday/legal holidays or compensatory time off due to working on a holiday.
- E. Days off which occur before, during, and after scheduled vacation and/or holiday periods of one (1) or more days will not be changed. It is understood that paragraph 13-6-9 of the Master Agreement shall apply where employees transfer between units.
- F. The day-off pattern for the calendar year shall be provided to assist employees in planning and scheduling vacation and holidays.
- G. Vacation/holiday selections can not be cancelled once they have been selected until after both rounds of vacation/holiday selections are completed.
- H. When scheduling vacation/holiday time the employee will be allowed 24 hours to make selections. The employee will be provided information regarding available dates and shifts from which to select prior to the start of the 24-hour period. Failure to provide the selection by the end of the 24-hour period will result in that person losing the seniority right to pick. However, mitigating circumstances will be considered. It is also understood that the local union shall encourage the members to plan ahead and be prepared when it is time to select.
- I. Staff on vacation or regular days off shall submit their selections in advance of their absence (note: it is best to have several alternative choices ready) or leave notification where they can be reached during this time. The Employer shall make a reasonable effort to notify the employee prior to those days off if their turn to select will likely occur during those off days.
- J. Paid leave scheduled after the two (2) rounds above shall be done on a first come/ first served basis.
- K. Requests for full shifts off may be made up to one (1) hour prior to the start of the shift by contacting a shift supervisor. Supervisors may grant additional time if staffing needs are met.
- L. At the start of the shift, vacation / holiday requests may be granted by requestor seniority, if staffing permits. After a shift starts such requests may be granted on a first-come basis if staffing permits.
- M. Vacation/holiday selections can not be exchanged with other employees.

- N. Persons working alternative type schedules, in addition to the provisions noted above, shall be permitted to schedule paid leave on two (2) weekends per calendar year only (note: this totals 8 shifts).
- O. Persons working alternative type schedules shall be allowed to schedule a single shift off during Monday through Friday. In doing so, the first shift shall begin at its regular time and end at 1530 and the second shift shall begin at 1500 and end at its regular time.
- P. Persons working alternative type schedules shall be allowed to schedule a single shift off on a weekend day, limited to eight (8) shifts total during a calendar year. However this is in lieu of time noted in N above, not in addition to that time.
- Q. Persons working alternative type schedules shall be allowed to schedule additional weekend shifts without limit following the two scheduling rounds and where such shifts are available.
- R. Employees may cancel scheduled vacation or holiday time prior to the posting of the work schedule. If an employee is unable to reschedule this cancelled time prior to the end of the calendar year such time shall be lost unless it is identified as the mandatory carry-over allowed by Master Agreement.
- S. Cancelled time will be posted for 7 days and shall be granted to the most senior person providing they have the float time to accept it. If no one has float-time or no one takes this time, then it will be offered as individual days by seniority (moved from V).
- T. Requests to cancel vacation/holiday shall be made in writing (Using the vacation/cancellation form) to the scheduling supervisor or designee.
- U. Requests for cancellation after the posting of the work schedule or two weeks prior to the scheduled time off may be denied on the basis of staffing needs.
- V. Cancellation of the paid leave may be permitted, however, where staff shortage exists and a legitimate staffing need would have to be met under any circumstance.

II. OVERTIME SCHEDULING – SPECIFIC PROVISIONS – PSYCHIATRIC CARE TECHNICIANS

- A. Overtime will be hired using a sign up system based on state seniority and by classification.
- B. Eligible staff can work overtime on any shift within classification in the following order.
 - 1. Eligible staff are those in the sign up system available for a full eight-(8) hour shift.
 - 2. Those in the sign up system available for less than an eight-(8) hour shift with staff with the largest hourly availability being first offered.
 - 3. Seniority shall apply when the available hours are equal in both #1 and #2.
- C. Eligible staff who wish to work overtime must personally use the established sign up system to register their interest. A name can be removed from the system only by notifying a supervisor.
- D. Only one call will be made to the telephone number provided by the employee. If the employee does not answer, a message will be left where applicable. However, the process for filling the overtime will continue by seniority.
- E. Employees who accept overtime are expected to work the overtime that will be treated like scheduled work time.

III. OVERTIME SCHEDULING – SPECIFIC PROVISIONS – OFFICERS

- A. Overtime will be hired using a sign up system based on an employee's continuous service start date and by classification.
- B. Eligible staff can work overtime on any shift within classification in the following order.
 - 1. Eligible staff are those in the sign up system available for a full eight-(8) hour shift.

2. Those in the sign up system available for less than an eight-(8) hour shift with staff with the largest hourly availability being first offered.
 3. Seniority shall apply when the available hours are equal in both #1 and #2.
- C. Eligible staff who wish to work overtime must personally use the established sign up system to register their interest. A name can be removed from the system only by notifying a supervisor.
 - D. Only one call will be made to the telephone number provided by the employee. If the employee does not answer, a message will be left where applicable. However, the process for filling the overtime will continue by seniority.
 - E. Lead Officers will be offered Officer overtime by seniority if no Officer has registered for the overtime or those who have registered declined the offer.
 - F. Employees who accept overtime are expected to work the overtime and such overtime hours will be treated like scheduled work time.
 - G. Prior to hiring overtime the shift supervisor may fill positions with odd hour start times (e.g. 7:45 am) with utility staff.

IV. OVERTIME SCHEDULING – GENERAL PROVISIONS

- A. Overtime shall be offered by seniority using the sign up system.
- B. Scheduled overtime is defined as overtime, the need for which is known more than 24 hours in advance.
- C. Unscheduled overtime is defined as overtime, the need for which is known less than 24 hours in advance.
- D. Overtime will not be offered to, or required of, employees who are on paid leave on the day on which the overtime is needed.
- E. Employees who are absent for all or part of their regularly scheduled shift as a result of a medical appointment or family member illness are eligible for overtime on other shifts on that day.
- F. Overtime, both scheduled and unscheduled, will be first offered only to employees who have not waived the opportunity to be called for overtime hours.
 1. Employees who decline an offer of overtime shall not subsequently be offered other overtime for that same shift.
- G. Employees shall be permitted to decline an initial offer of overtime. However, nothing herein shall prevent Management from requiring (forcing) the performance of overtime. Except as provided elsewhere in this agreement, forcing will be accomplished in reverse seniority order.
- H. Unless otherwise agreed by management and the employee, employees shall not be required to work more than two (2) consecutive shifts consisting of a maximum of sixteen (16) hours total, except for emergencies.
- I. Employees on escorting trips will be skipped in the overtime process if they cannot reasonably be contacted at the time the overtime is offered. Escorting employees will be able to notify the supervisor if they would like to have overtime before they leave as long as they will be able to work the full 8 hour shift.
- J. Only the employees who will be scheduled to work the overtime may accept or decline the overtime offered.
- K. When the employer errs in offering the opportunity to work overtime and is unable to correct the error prior to the overtime being worked, the employer shall make the employee whole by giving the employee the opportunity to select an overtime shift of the employee's choice to work during the same payperiod or the subsequent pay period. The employee may not select a legal holiday to work the overtime shift unless the error involved an opportunity to work overtime on a legal holiday.

- L. Employees that have grievance generated overtime may be allowed to select an alternative date in order to take overtime that may occur on the grievance generated overtime shift. This option may be exercised during the pay period in which the grievance decision is issued or the subsequent pay period.
- M. Employees who accept or are forced to work overtime shall work the post/unit they were offered or forced to work unless a mutual agreement between the employee and management has been reached for the employee to work another post.

V. FORCING – GENERAL PROVISIONS

- A. If no one on the overtime registration accepts the overtime the least senior on duty within the classification shall be forced to work the overtime.
- B. No Security staff shall be forced to work more than two (2) consecutive days in a row except in an emergency.
- C. No Psychiatric Care Technician shall be forced to work more than one overtime shift in a three (3) day period, beginning with the end of the forced overtime shift, except in an emergency.
- D. Staff that have been forced may use the State telephone to notify their family.
- E. Providing program needs permit, employees who are forced to work may be permitted to make up to three phone calls to obtain a replacement for all or part of the shift. (No answer does not count as a call; message left does count.) Replacements must be approved by the Supervisor. Approval shall not be denied unless there is a valid work related reason for denial.
 - 1. Employees who are forced to work can contact persons who are on paid leave other than personal sick leave to accept all or part of the forced shift provided the paid leave is not on the required overtime shift.
- F. For scheduled and unscheduled overtime, forcing shall be done in consecutive shifts only. For example, AM to PM, PM to NOC, NOC to AM.
- G. No staff shall be forced in from home or on vacation/holiday, except in an emergency.
- H. No staff shall be forced if the forced shift coincides with a regular day off, traded day off, or vacation/holiday. Such time off begins with the end of the last shift the employee worked.
- I. Relief for forced staff shall be based on seniority on a voluntary basis.
- J. If no forced staff volunteer to be relieved then the least senior forced shall be relieved.
- K. All forces, including holdovers awaiting relief regardless of duration, shall be considered a force.
- L. Employees working an overtime shift shall be exempt from being forced to work overtime on the next subsequent shift.

VI. Shift Trades

- A. Trades are allowable within classification.
- B. Trade requests must be submitted more than 24 hours in advance.
- C. Trades must be approved by a supervisor.
- D. Trades may not generate overtime.
- E. Trades must meet the operational needs of the facility.
- F. Traded shifts may not subsequently be traded.
- G. Partial shift trades may be submitted with less than 24 hours notice.

Section Two

I. VACATION SCHEDULING - Facility Services (Custodian, Facility Repair Worker, Maintenance Mechanic, Groundskeeper, Electronics Technician, Storekeeper, HVAC/Refrigeration Specialist, Laborer, Laundry Worker, Locksmith)

The WSEU agreement provides that in scheduling vacation, personal and legal holidays, choice of time and amounts shall be governed by seniority as defined in Article V of the master agreement subject to time available to be scheduled in accordance with the approved number off per established staffing patterns.

- A. A vacation calendar will be maintained as the official posting for scheduling and posting of vacated days for all facility services positions.
- B. Round One:
 - 1. Picking in this round can be single days or 40-hour blocks by seniority. The employee has 24 hours to schedule desired vacation/holiday hours before it moves to the next most senior person.
 - 2. Employees must schedule 50% of the employees allotted annual leave and personal holiday.
 - 3. The Employee can float the remaining days.
- C. Same-day requests shall be approved by seniority order and in accordance with the established staffing pattern.
- D. All vacation/holiday scheduling will be posted on the Vacation Calendar.
- E. Cancellation of Vacation/Holidays
 - 1. Employees may not cancel Vacation/Holiday picks until after Round One has been completed.
 - 2. Employees must cancel Vacation/Holiday picks 24 hours in advance of the scheduled time off using the vacation cancellation form and must be repicked within 24 hours maintaining a minimum of 50% selection of total leave balance.
 - 3. The Employer shall update the vacation calendar as soon as possible to reflect cancelled days.
 - 4. Requests for newly available days shall be granted by seniority per alternate work hour agreement.

II. VACATION SCHEDULING - Blue Collar (Food Service)

The WSEU agreement provides that in scheduling vacation, personal and legal holidays, choice of time and amounts shall be governed by seniority as defined in Article V of the master agreement subject to time available to be scheduled in accordance with the approved number off per established staffing patterns.

- A. Vacation/holiday scheduling will be done in two rounds, both by seniority.
 - 1. Round One: Paid leave, excluding sick leave, can be scheduled in one or two blocks of consecutive days off, not to exceed a total of 80 hours.
 - 2. Round Two: All remaining paid leave, excluding sick leave, may be scheduled or floated or a combination of both. Employees may waive any or all vacation/holiday picks.
- B. When scheduling vacation/holiday time employees will be allowed 24 hours to make their selections. The employee will be provided information regarding available dates prior to the start of the 24 hours. Employees will be provided a days off pattern for the calendar year. Failure to provide the selection by the end of the 24 hour period will result in the employee losing their seniority selections in that round. However, mitigating circumstances will be considered. It is understood that the Local Union will encourage the members to plan ahead and be prepared to select.
- C. Vacation/holiday selections can not be exchanged with other employees.
- D. Vacation/holiday selections can not be cancelled until after both rounds have been selected by all employees.

- E. All remaining time may be picked on a first come, first serve basis. Requests shall be made 14 days in advance of the requested time off. However, management may allow less than 14 days if staffing needs are met.
- F. Request to cancel scheduled vacation/holiday shall be made in writing to the supervisor using the vacation cancellation form.

III. OVERTIME SCHEDULING – SPECIFIC PROVISIONS – Facility Services (Custodian, Facility Repair Worker, Maintenance Mechanic, Groundskeeper, Electronics Technician, Storekeeper, HVAC/Refrigeration Specialist, Laborer, Laundry Worker, Locksmith)

- A. Overtime call-in will be offered as outlined in the established Emergency Call-in Listing for maintenance personnel when management determines the need for overtime
- B. Management will make a reasonable effort not to order an employee in to work overtime.

IV. OVERTIME SCHEDULING – SPECIFIC PROVISIONS - Food Service

- A. Overtime will be offered by seniority.
- B. If the overtime is not filled voluntarily then the least senior employee scheduled to work that day shall be ordered.
- C. No employee shall be ordered on an off day.
- D. If minimum staffing levels are reached management can determine to collapse the position.
- E. If there is an error in offering the overtime the most senior employee who was missed shall schedule and work the overtime within two weeks of the date of the discovery of the error. The date selected shall be mutually agreed by the supervisor and the employee.

V. PROVISION FOR TRADES - Food Service

Trades in shifts can be made with supervisor approval. If the traded shift is not approved the reason why must be stated in writing.

APPENDIX J – STANDARD TERMS AND CONDITIONS

Wisconsin Department of Administration
Chs. 16, 19, 51
DOA-3054 N(R07 / 96)

STANDARD TERMS AND CONDITIONS (REQUEST FOR BIDS / PROPOSALS)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and / or performance level desired. When alternates are bid / proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders / proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid / proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the bidder's / proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid / proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders / proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid / proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid / proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid / proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids / proposals, to waive any technicality in any bid / proposal submitted, and to accept any part of a bid / proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids / proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid / proposal is due. Bids / proposals date and time stamped in another office will be rejected. Receipt of a bid / proposal by the mail system does not constitute receipt of a bid / proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and / or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin does not issue a tax exempt number for state agencies.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and / or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of

this contract and which in any manner affect the work or its conduct.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 SHELTERED WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

20.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

21.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, the

Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

22.0 WARRANTY: Unless otherwise specifically stated by the bidder / proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder / proposer for ninety (90) days from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement / contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

23.3 The state reserves the right to require higher or lower limits where warranted.

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid / proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid / proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid / proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders may request the form if it is not part of the Request for Bid package. Bid / proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%)

interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Madison, Wisconsin 53707 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty / staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin, Department of Administration.

APPENDIX K – SUPPLEMENT TO STANDARD TERMS AND CONDITIONS
SUPPLEMENT TO
STANDARD TERMS AND CONDITIONS
(REQUESTS FOR BIDS / PROPOSALS)

TABLE OF CONTENTS

| | |
|------|--|
| 1.0 | ACCEPTANCE OF PROPOSAL CONTENT |
| 2.0 | AMENDMENTS |
| 3.0 | CERTIFICATION OF INDEPENDENT PRICE DETERMINATION |
| 4.0 | CONFIDENTIALITY |
| 5.0 | CONFLICT OF INTEREST |
| 6.0 | CONSENT TO BREACH NOT WAIVER |
| 7.0 | DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP |
| 8.0 | DUAL EMPLOYMENT |
| 9.0 | EMPLOYMENT |
| 10.0 | EXAMINATION OF RECORDS |
| 11.0 | EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT |
| 12.0 | FORCE MAJEURE |
| 13.0 | FOREIGN CORPORATION |
| 14.0 | HOLD HARMLESS |
| 15.0 | INDEMNIFICATION |
| 16.0 | INDEPENDENT CAPACITY OF CONTRACTOR |
| 17.0 | LEGAL RELATIONS |
| 18.0 | NEWS RELEASES |
| 19.0 | NOTICES |
| 20.0 | ORDERING (additional terms) |
| 21.0 | PRICING AND DISCOUNT (additional terms) |
| 22.0 | PRIME CONTRACTOR AND SUBCONTRACTORS |
| 23.0 | PRIME VENDOR RESPONSIBILITY |
| 24.0 | RECORDKEEPING AND RECORD RETENTION |
| 25.0 | RIGHT TO PUBLISH |
| 26.0 | SITE RULES AND REGULATIONS |
| 27.0 | TERMINATION OF AGREEMENT |
| 28.0 | WARRANTY (additional terms) |

**SUPPLEMENT TO
STANDARD TERMS AND CONDITIONS
(REQUESTS FOR BIDS / PROPOSALS)**

The State of Wisconsin reserves the right to incorporate standard state contract provisions into any contract negotiated with any proposal submitted responding to this RFP. These *Standard Terms and Conditions* (DOA-3054) are contained in the appendix. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award. In addition to the *Standard Terms and Conditions* (DOA-3054) listed in the appendix, the contract will contain the following provisions:

1.0 ACCEPTANCE OF PROPOSAL CONTENT: The contents of the proposal of the successful contractor will become contractual obligations if procurement action ensues.

2.0 AMENDMENTS: Unless specifically prohibited by the solicitation document which was the basis for this Agreement, this Agreement may be amended, in writing, by mutual consent of the parties with the same degree of formality evidenced in this agreement.

3.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing this proposal, the respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- (a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other respondent or to any competitor; and
- (c) No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- (d) Each person signing this proposal certifies that:

He / she is the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein and that he / she has not participated, and will not participate, in any action contrary to 3(a) through 3(d) above;

He / she is not the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein, but that he / she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 3(a) through 3(d) above, and as their agent does hereby so certify; and he / she has not participated, and will not participate, in any action contrary to 3(a) through 3(d) above.

4.0 CONFIDENTIALITY: Contractor acknowledges that some of the data it may become privy to in the performance of this Agreement is of a confidential nature and Contractor shall make all reasonable efforts to ensure that no such confidential information is disseminated by it or its employees.

Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and / or trade secrets and any parts thereof, whether such contents are the State's or other manufacturer's, vendor's or distributor's whereby Contractor or any Contractor's personnel may gain access while engaged by the State or while on State premises. The restrictions herein shall survive

the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Contractor or its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in this Agreement on behalf of or under the rights of Contractor following any termination. Contractor shall advise all Contractor's agents, employees, successors, assigns and subcontractors which are engaged by the State of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions which arise as a result of noncompliance by Contractor, his agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

5.0 CONFLICT OF INTEREST: Private and non-profit corporations are bound by ss. 180.355 and 181.225, Wis. Stats., regarding conflicts of interest by directors in the conduct of state contracts.

6.0 CONSENT TO BREACH NOT WAIVER: The waiver by the State of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Likewise, such a waiver shall not establish a course of performance between the parties contradictory to the terms of this Agreement.

7.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

7.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

7.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

8.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition applies only to individuals who have full-time appointments for more than 12 months, during any period of time that is not included in the appointment. This does not include corporations or partnerships.

9.0 EMPLOYMENT: The contractor will not engage the services of any person or persons now employed by the state, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employer of such person or persons and of the agency.

10.0 EXAMINATION OF RECORDS: The Contractor agrees that the Department will have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of the Contractor, involving transactions relating to this contract. Such material will be retained for three years by the Contractor following completion of the contract.

11.0 EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT: In the event of contract award, the State of Wisconsin Data Processing Agreement, the contents of this RFP and its attachments, RFP addenda and revisions, the proposal of the successful vendor, and additional terms agreed to in writing by the agency and the Contractor shall become part of the contract and in the event of conflict the order of precedence shall be as specified in the State of Wisconsin Data Processing Agreement. Failure of the successful vendor to accept these as a contractual agreement may result in a cancellation of award.

- 12.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.
- 13.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement must possess a certificate of authority from the Wisconsin Secretary of State and must have and continuously maintain a registered resident agent, and otherwise conform to all requirements of Chapter 180, Wis. Stats., relating to a foreign corporation. Any foreign corporation which desires to apply for a certificate of authority should contact the Office of the Secretary of State, Division of Corporation, P.O. Box 7846, Madison, WI 53707; telephone (608) 266-3590.
- 14.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the state and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 15.0 INDEMNIFICATION:** Contractor indemnifies and holds harmless the State and its agents and employees from and against all suits, claims, damages, judgements, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, which includes all labor, material, and equipment required to produce the commodity, construction, and / or service requirement by this Agreement, provided that any such claim, damage, loss, or expense: (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction to tangible property (other than the work itself), including the loss of use resulting therefrom; and (2) is caused in whole or part by any negligent act or omission of the contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 16.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that Contractor, its officers, agents and employees, in the performance of this Agreement shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the State. Contractor agrees to take such steps as may be necessary to ensure that each subcontractor or Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
- 17.0 LEGAL RELATIONS:**
- 17.1 The Contractor will at all times comply with and observe all federal and State laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.
- 17.2 In carrying out any provisions of this Agreement or in exercising any power or authority granted to the Contractor thereby, there will be no personal liability upon the Department, it being understood that in such matters the Department acts as agent and representative of the State.
- 18.0 NEWS RELEASES:** News releases pertaining to this procurement or any part of the proposal shall not be made without the prior approval of the State.
- 19.0 NOTICES:** All notices provided for herein shall be deemed duly given upon delivery if delivered by hand, or upon (3) three days after posting if sent by certified mail, return receipt requested. Notice shall be given to the person(s) or official(s) who are the signatories of this Agreement at the address shown on the State of Wisconsin Data Processing Agreement form.

20.0 ORDERING (additional terms): Official State purchase orders shall be placed directly to the Contractor by authorized purchase order writing agencies. In addition, the State may give notice to Contractor that a third party or third parties may write purchase orders to Contractor under the terms and conditions of this Agreement, provided that any such third parties have agreed to accept responsibility for the State's obligations under this Agreement, and, further provided, that any such third parties may only write purchase orders to Contractor under this Agreement in order to fulfill those third parties' contractual obligations to the State. No other purchase orders are authorized.

21.0 PRICING AND DISCOUNT (additional terms):

21.1 Any increase proposed shall be submitted to the State ninety (90) calendar days before the renewal date of this Agreement, and shall be limited to fully documented cost increases which Contractor shall demonstrate to be applicable to all State or local governmental agencies in all States. Prices may not be increased during the initial term of the contract.

21.2 Any element of recurring or nonrecurring cost which must be borne by the State has been identified by Contractor in their response to the State's solicitation document. This includes, but is not limited to travel, document production, presentation production, meals, lodging, consulting, hardware / software, communications, space, supplies, licenses and data processing expenses. All items of cost for compliance with the State's requirements are shown in Contractor's price as contained in their response to the State's solicitation document which is attached by reference to this Agreement.

21.3 In those cases where Federal funding is used for acquisition of products and / or services, interest cannot be paid under any installment purchase or lease / purchase arrangement entered into as a part of this Agreement.

21.4 If Contractor reduces its published purchase price, rental or maintenance rates or increases their purchase option credit percentage for any items which are the subject of this Agreement during the term of this Agreement, the State shall have the immediate benefit of such lower price, or percentage increases on any such items for which Acceptance Testing under any Riders of this Agreement has not been completed.

21.5 Contractor shall convey to the State good title to purchased items, or items having a contract use cost which equals or exceeds demonstrable market or state bulletin costs, free and clear of all liens, pledges, mortgages, encumbrances or other security interest.

22.0 PRIME CONTRACTOR AND SUBCONTRACTORS: Subcontractors must abide by all terms and conditions of the contract. When subcontractors are used, this should be clearly explained in the proposal. However, the prime contractor will be responsible for contract performance whether or not subcontractors are used.

The agency is committed to the promotion of minority business in the State's purchasing program. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.755, and 540.036, Wis. Stats.

The successful contractor will be encouraged to purchase services and supplies from minority businesses certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development. The agency will require from the successful contractor a quarterly report of purchases of such supplies and services necessary for the implementation of the contract.

23.0 PRIME VENDOR RESPONSIBILITY: Contractor is the prime vendor. A prime vendor is the vendor who provides a service and receives a payment for that service. The State considers the prime vendor to be the sole point of contact with regard to contractual matters, including the performance of services and the payment of any and all charges resulting from contractual obligations.

Contractor may, with prior written permission from the State, enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations, provided, that in no event shall the existence of the subcontract operate to release or reduce the liability of Contractor to the State for any breach in the performance of Contractor's duties. Contractor agrees that all subcontractors shall be agents of Contractor and Contractor agrees to hold the State harmless hereunder for any loss or damage of any kind occasioned by the acts or omissions of Contractor's subcontractors, their agents or employees.

The State may enter into contracts with third parties for the purpose of financing its purchases under this Agreement or of maintaining any equipment purchased under this Agreement. Contractor agrees to recognize such contracts upon notice from the State. Contractor acknowledges that this Agreement does not provide an exclusive commitment by the State to acquire all products and services offered in the Contractor's response to the State's solicitation document from Contractor.

- 24.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this RFP held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

- 25.0 RIGHT TO PUBLISH** The Contractor will be allowed to write and have such writing published provided the Contractor has written approval from the Department before publishing writings on subjects associated with the work under this contract.

- 26.0 SITE RULES AND REGULATIONS:** Contractor shall use its best efforts to assure that its employees and agents, while on the State's premises or in the presence of State employees, shall comply with the State's work rules and regulations applicable to the work site.

Neither party shall require waivers or releases of any personal rights from representatives of the other in connection with visits to its premises and both parties agree that no such releases or waivers shall be pleaded by them in any action or proceeding.

- 27.0 TERMINATION OF AGREEMENT:** In the event that the contractor terminates this Agreement, for any reason whatsoever, it will refund to the Agency within 48 hours of said termination, all payments made hereunder by the Agency to the contractor for services not delivered. Such termination will require written notice to that effect to be delivered by the contractor to the Agency not less than sixty (60) days prior to said termination.

- 28.0 WARRANTY (additional terms):** Contractor further warrants that the items furnished by Contractor to the State will perform as described by Contractor in its response to the State's solicitation document.

APPENDIX L – SOFTWARE RIDER

STATE OF WISCONSIN

SOFTWARE RIDER

- 1.0 ACCEPTANCE / STANDARD OF PERFORMANCE
- 2.0 ACCESS TO SOFTWARE
- 3.0 DOCUMENTATION AND OPERATING MANUALS
- 4.0 FIXES, UPGRADES AND FUTURE SOFTWARE OPTIONS
- 5.0 INSTALLATION
- 6.0 LICENSE / TITLE
- 7.0 LICENSED PROGRAM TESTING
- 8.0 LIQUIDATED DAMAGES
- 9.0 MAINTENANCE ASSURANCE
- 10.0 ONGOING PERFORMANCE REQUIREMENT
- 11.0 PERMISSION TO MODIFY
- 12.0 PROGRAM SERVICES
- 13.0 PROTECTION AND SECURITY OF LICENSED SOFTWARE MATERIALS
- 14.0 RELOCATION OF SOFTWARE
- 15.0 RETURN OR DESTRUCTION OF LICENSED PROGRAM MATERIALS
- 16.0 SITE PREPARATION
- 17.0 SOFTWARE STANDARDS
- 18.0 SPECIFIED OPERATING ENVIRONMENT
- 19.0 TECHNICAL SERVICES
- 20.0 TRAINING

STATEMENT OF PURPOSE: The Software Rider provides terms and conditions relating to acquisition of information systems software which is offered in a pre-packaged form by a Contractor.

1.0 ACCEPTANCE / STANDARD OF PERFORMANCE: After software installation is complete, Contractor shall certify in writing to the State that the software is installed and ready for use on the State's system. With Contractor's assistance, the agency shall begin performing acceptance tests within thirty (30) calendar days of receipt of such notification. The tests will determine whether the following acceptance criteria are met:

- a. Software operates in conformance with Contractor's technical specifications and functional descriptions.
- b. Software meets the specifications and performs the functions as contained in the State's solicitation document.
- c. Software is capable of running on a repetitive basis on a variety of actual live data, as supplied by the State, without failure.
- d. Software is capable of meeting the performance expectation as expressed in the State's solicitation document.
- e. Software does not require modifications to other operational software systems and does not cause performance degradation of other software systems operating on the State's computing system and network.

The acceptance period of sixty (60) consecutive calendar days shall commence within thirty (30) days of the installation date at which time operational control becomes the responsibility of the State. The State will give notice to Contractor as to the actual date when the acceptance period will begin.

If problems are encountered during the acceptance period, it is not required that the sixty (60) day period expire in order for a new acceptance period to begin, once all problems have been resolved. If the software meets the State's acceptance criteria for sixty (60) calendar days from the commencement of the acceptance period it shall be deemed to have met the State's standard of performance. Contractor agrees that this standard of performance shall not be reduced in the course of the State's usage of the software.

If successful completion of the acceptance period is not attained within ninety (90) calendar days from the installation date, the State shall have the option of invoking the liquidated damages clause, terminating this Agreement upon written notice without penalty or continuing the acceptance test.

The State's option to terminate this Agreement shall remain in effect until such time as a successful acceptance test is completed. Contractor shall be liable for all outbound preparation and shipping costs for contracted items returned under this clause. Upon successful completion of the acceptance test, the State shall promptly notify Contractor in writing of the acceptance and authorize the payments beginning with the first day following acceptance.

2.0 ACCESS TO SOFTWARE: Contractor, its agents or employees shall have access to inspect or observe the State's use of the software at reasonable times upon first giving notice to the State of Contractor's intent to perform such inspection.

3.0 DOCUMENTATION AND OPERATING MANUALS: Contractor shall provide, at no additional charge, operating manuals which describe in detail the software capabilities, its operation, installation procedures, error messages with identification of probable causes, software modification procedures and techniques, and program interfaces. Ten (10) copies of these manuals for each DDES facility and two (2) additional copies for the Central Office will be furnished for each individual piece of software ordered by the State. Updated, revised, or replacement manuals published by Contractor shall be provided free of charge pursuant to the requirements specified in this section. Contractor agrees that the State may make such

additional copies of documentation supplied pursuant to this section as are needed for use by State employees.

4.0 FIXES, UPGRADES AND FUTURE SOFTWARE OPTIONS:

- 4.1 **FIXES:** For a period of not less than twelve (12) months after the State's acceptance of the software, Contractor shall correct any and all errors in the software, regardless of whether the error is brought to the attention of Contractor by another user of the software or by the State, or by any other person. Contractor shall provide the State with program fixes for errors within thirty (30) days after Contractor is made aware of the errors; provided, however, that upon request of the State, Contractor shall correct any error reasonably deemed important to the State's continued use of the software within ten (10) days after the State has notified Contractor in writing of the error. Contractor understands that if the application of program fixes to the software or failure to supply program fixes for the software causes the effectiveness level to fall below the State's Ongoing Performance Requirement that Contractor shall be subject to liquidated damages.
- 4.2 **UPGRADES AND ENHANCEMENTS:** For a period of not less than twelve (12) months after the State's acceptance of the software, Contractor shall provide to the State, at no additional cost, any changed or enhanced versions of the software within forty-five (45) days after the changed or enhanced versions are made available to customers. The State shall have the option to perform an acceptance test as specified in this Software Rider and to accept the changed or revised version in lieu of the software it had accepted previously. Contractor understands that acceptance of changed or enhanced versions of the software by the State in no way reduces Contractor's obligation to meet the State's Ongoing Performance Requirement.
- 4.3 **FUTURE SOFTWARE OPTIONS AND REPLACEMENT SOFTWARE:** Contractor grants the State the option, for any software for which the State has paid a one-time purchase or license fee, to acquire any software options or replacement software which Contractor shall make available after the acceptance date at the lesser of (a) Contractor's published purchase price for the software options or replacement software, or (b) the difference between Contractor's published purchase price for the replacement software or software options and the current or most recent purchaser license fee for the software or software options previously acquired by the State under this Agreement. This provision shall remain in effect for the duration of the expected lifetime of the software as specified in the State's solicitation document.

5.0 **INSTALLATION:** The State agrees to have the software installation site prepared in accordance with vendor's written specifications prior to the installation date. The State shall provide reasonable access to the installation site to enable Contractor to plan the installation.

A complete minimum disruption installation plan for installing and certifying the software must be provided by Contractor which (unless otherwise agreed) requires no prime shift downtime at the software installation site. The plan must detail all activities to successfully install and operate the software including but not limited to regeneration of other system software, allocation of computer files required for the software (including storage requirements), renaming of software entities to conform to installation site naming standards and security authorizations.

Except for software which has been specifically designated in Contractor's response to the State's solicitation document as customer installed, Contractor agrees to provide expert staff at the State's installation site on the date specified on the State's order to install or direct the installation of the software. Such expert staff shall remain at the State's installation site until the software has been successfully installed and certified as ready for acceptance testing by Contractor. Upon completion of the installation, Contractor shall provide written certification to the State that Contractor's most recent version

of all ordered software has been installed with all program fixes for known errors and that the software is ready for acceptance testing.

For software which has been specifically designated in Contractor's response to the State's solicitation document as customer installed, Contractor agrees to furnish detailed step-by-step installation procedures to the State and to have available, at no additional cost to the State, expert assistance by telephone to answer the questions and resolve any problems encountered by the State's installer. Contractor shall either (a) certify in writing at the time of the delivery of any "customer" installed software that the software contains all program fixes for known errors and will be ready for acceptance testing immediately upon the completion of the detailed step-by-step installation procedures by the State installer or (b) provide support staff at the State's installation site within five (5) days after notification by the State that it has completed installation of the software to certify acceptance testing.

The State's request, subject to the charges for technical services listed in Contractor's response to the State's solicitation document, contractor shall furnish expert assistance at the State's installation site during the installation of any software designated as "customer installed".

6.0 LICENSE / TITLE: Contractor grants license to the State which authorizes the State to:

- a. use the licensed software in machine readable form on the machine(s) designated on the State's order for use of such licensed software and, in conjunction therewith, to store the licensed software in, transmit it through or display it on units of equipment associated with such designated machine(s).
- b. utilize the licensed software in printed form in support of the use of the licensed software.
- c. utilize the licensed software in machine readable form or printed form to provide sufficient copies to support the State's use of the licensed software, as authorized hereunder.

Licensed software provided by the Contractor in printed form may not be copied. However, additional copies of licensed software in printed form may be obtained by the State from Contractor under license from Contractor to the State at the charges listed in Contractor's response to the State's solicitation document.

The State shall obtain from Contractor a separate license for each additional machine on which the licensed software licensed hereunder will be used, except as provided in the paragraphs entitled "Temporary License Transfer", "Installation License" and "Location License".

No right to use, print, copy or display the licensed software, in whole or in part, is granted by Contractor to the State, except as expressly provided by the terms of this Agreement.

- 6.1 TEMPORARY LICENSE TRANSFER: The State is authorized to transfer the license to and to use the licensed software on: (a) a backup machine wherein the designated machine or an associated unit required for use of the licensed software is temporarily inoperable until the designated machine is restored to operable status and processing on the backup machine is completed or; (b) another machine for assembly or compilation of the licensed program materials if the designated machine and its associated units do not provide the configuration required for such assembly or compilation.
- 6.2 INSTALLATION LICENSE: When "Installation License" applies to any of the items identified, the State is also authorized to use the licensed software on any other machine in the "same installation" as the designated machine. For purposes of this Agreement, "same installation " shall mean a single room or contiguous rooms, unless otherwise stipulated by the State and agreed to in writing by Contractor.

- 6.3 LOCATION LICENSE: When "Location License" applies to any of the items identified, the State is also authorized to use the licensed software on any other machine in the same location as the designated machine. For purposes of this Agreement, "same location" shall mean a single physical State location, designated by a single mailing address and contained within a single building, unless otherwise stipulated by the State and agreed to in writing by Contractor.
- 6.4 CHANGE IN DESIGNATED MACHINE: The State may give Contractor written notice of the State's intent to change the designation of the machine on which licensed software is to be used. In such event, such change of designation will be effective upon the date set forth in said written notification, and the change of designation shall be deemed to have effectively changed the designated machine identified.
- 6.5 ADDITIONAL LICENSES: Each additional license for the State's use of any licensed software and / or licensed optional materials already acquired by the State under this Agreement requires a formal amendment to this Agreement. After such amendment has been fully executed, the State may, upon notice to Contractor, in lieu of additional distribution from Contractor, copy the licensed software distributed to the State by Contractor in machine readable form. The testing period, if any, for such additional authorized use will commence on the effective date designated in the amendment; however, the permission hereby granted the State to copy such licensed software does not apply to licensed software provided to the State by Contractor in printed form.
- 6.6 TITLE: Contractor represents and warrants that it is the sole owner of the licensed software product or, if not the owner has received all proper authorizations from the owner to license the software product, and has the full right and power to grant the rights contained in this Agreement. Contractor further warrants and represents that the software product is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person.
- 6.7 TERM OF LICENSE: The software license(s) identified in Contractor's response to the State's solicitation document is (are) purchased on a perpetual license basis (unless otherwise stated in the Contractor's response) and shall continue in perpetuity until cancelled by the State or unless terminated in accordance with the provisions of this Agreement. The license(s) granted to the State is (are) for the use of the software product(s) at the using agency or institution, computing facilities (site) and on the equipment or for the purpose identified in the State's solicitation document.
- 6.8 TERMS OF USE: The State's rights in licensed software developed at private expense may be restricted by Contractor in accordance with this Agreement. As a minimum, however, the State shall have:
- a. unlimited use of such software on the equipment for which it is acquired;
 - b. use of such software with a backup system if the system(s) for which or with which it was acquired is inoperative because of a malfunction, or during an emergency, or the performance of engineering changes or changes in features or model;
 - c. the right to use such software at any State installation to which the computer(s) may be transferred by the State;
 - d. the right to copy such computer programs for safekeeping (archives) or backup purposes;

- e. the right to modify such software or combine it with other programs or material at State risk;
- f. the right to use portions (if required) of application development software (i.e., software which is acquired by a State agency to develop application type programs) in executable applications programs on other State machines, at no additional cost.
- g. Nothing contained herein shall be construed to restrict or limit the State's rights to use any technical data, which the State may already possess or acquire under proper authorization from other sources.

7.0 **LICENSED PROGRAM TESTING:** For each licensed software product, the testing period, if any, during which the software product will be made available for nonproductive use, is specified in Contractor's response to the State's solicitation document. The purpose of the testing period is to determine whether the licensed software product functions effectively and to assist the State in determining whether each licensed software product meets the State's requirements. Each testing period will begin ten (10) calendar days after shipment from Contractor of the licensed software product, but in no event prior to the State's receipt of the licensed software product, unless otherwise expressly provided herein.

Subsequent releases by Contractor, if any, of any licensed software which has the same program number as licensed software licensed hereunder shall be made available to the State for productive use and / or testing on a machine specified while the State continues productive use of a previous release of that software on that machine. In such event, however, the State shall continue to pay contractor the charges applicable for use of the previous release of the licensed software until such time as the State elects to discontinue the license for said software. The State reserves the right to decide whether to install any such releases or continue use of a previous release, having given due regard to the other provisions of this Agreement.

8.0 **LIQUIDATED DAMAGES:** The State declares, and Contractor acknowledges, that the State may suffer damages due to lack of performance of the terms and conditions of this Agreement by Contractor. Since it is impractical and extremely difficult to fix the actual damage sustained in the event of any such nonperformance, the State and Contractor, therefore, presume that in the event of any such nonperformance the amount of damage which will be sustained from the nonperformance will be the amount set forth in this section and they agree that, in the event of any such nonperformance, Contractor shall pay that amount as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to Contractor and any amount outstanding over and above the amounts deducted from invoices will be promptly tendered by check by Contractor to the State.

The State shall notify Contractor in writing of any claim for liquidated damages pursuant to this section on or before the date when the State deducts such sums from money payable to Contractor.

Notwithstanding any other provision herein, liquidated damages shall be the exclusive damages available to the State for delay in certified installation or delivery.

Except with respect to defaults of subcontractors, Contractor shall not be liable for liquidated damages when delays arise out of cause beyond the reasonable control and without the fault or negligence of Contractor. Delays due to causes of Force Majeure (which are outside of the control of both parties and could not be avoided by exercise of due care) or due to the responsibility of the State or other contractors of the State shall extend the date for delivery or certified installation on a day for day basis but in every case the delay must be beyond the reasonable control and without the fault or negligence of Contractor. Delays caused by the default of a subcontractor, when such default arises out of causes beyond the control of both Contractor and the subcontractor and without the fault or negligence of either of them, shall extend the dates for delivery and certified installation on a day for day basis, unless the supplies or

services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

For the purposes of this Software Rider the expression "daily liquidated damages" shall mean the greater of the amount of \$200.00, or 1 / 200th of the total purchase price of the software product(s) and feature(s), or 1 / 30th of the monthly charges for the software product(s) and feature(s).

- 8.1 DELIVERY OF SOFTWARE: If Contractor does not deliver software within ninety (90) calendar days of the date of order by the State (or by the date specified in the order), Contractor shall pay the State, as fixed and agreed liquidated damages, for each calendar day beyond ninety (90) days of the date of the order (or beyond the date specified in the order) daily liquidated damages for all undelivered software.

Contractor has the right to reject and return any order issued by the State within ten (10) calendar days of the date of the order if it cannot accept the State's delivery schedule or Contractor cannot make delivery within ninety (90) calendar days.

8.2 INSTALLATION OF SOFTWARE:

- a. If Contractor does not install any software designated as "vendor installed" in Contractor's response to the State's solicitation document on or before the installation date specified in the order,

Contractor shall pay the State, as fixed and agreed liquidated damages for each calendar day between the date specified for installation and the actual installation date for such software, daily liquidated damages for all software and features not installed. In no event shall Contractor be obligated for more than one hundred eighty (180) calendar days.

- b. If some, but not all, of the software specified in an order is installed and ready for use by the installation date specified in the order and the State uses any such installed software, liquidated damages shall not accrue against the software used.

- c. Substitute Software: If Contractor provides substitute software acceptable to the State on or before the installation date specified in the order, liquidated damages shall not apply to the software for which substitute software was provided.

- d. When individual software or equipment components specified in the State's order are not ready for use by the agreed to installation date, daily liquidated damages shall be assessed in accordance with the above provisions for those components only; provided, however, if any such individual component prevents the operation of an entire system, the State may, in its sole discretion consider the entire system non-operational and, accordingly, Contractor shall pay daily liquidated damages based on the cost of all components which are rendered non-operational for each calendar day between the date specified for installation and the actual installation date.

- e. Replacement Software: If Contractor fails to install any or all of the software, including special features, identified herein within thirty (30) calendar days of the installation date specified in the State's order then the State may upon written notice to Contractor obtain replacement software from another vendor. In this event Contractor shall be liable for the greater of: (i) daily liquidated damages from the installation date specified herein until replacement software is installed and ready for use, or (ii) daily liquidated damages for no more than one hundred (180) calendar days from the installation date.

- 8.3 **ONGOING PERFORMANCE:** If Contractor's software does not meet the State's Ongoing Performance Requirements as specified in Section 10.0 of this Software Rider for any calendar month following Acceptance as specified in this Software Rider then Contractor shall pay the State, as fixed and agreed liquidated damages for each such month, the greater of one month's monthly charge for the software which was subject to nonperformance or four percent (4%) of the purchase price of all software which was subject to nonperformance.

If Contractor's failure to meet the State's Ongoing Performance Requirement results in unusability of other software and equipment in a total system, Contractor acknowledges liability for damages to the State for the unusability of a total system and agrees that the charges for all software and equipment rendered unusable by its failure shall be included in computing liquidated damages.

In the event that Contractor's software fails to meet the State's Ongoing Performance Requirement for three (3) consecutive calendar months, the State may, at its option, terminate this Agreement and collect liquidated damages from Contractor for replacement software which shall be the greater of (i) daily liquidated damages for all software and equipment rendered inoperable from the date of termination until replacement software is installed and ready for use, or (ii) daily liquidated damages for all software and equipment rendered inoperable for one hundred eighty (180) calendar days, or (iii) the reprocurement cost including the cost of replacement software plus the cost of recovery.

- 9.0 **MAINTENANCE ASSURANCE:** Contractor agrees to make available maintenance services to meet the State's On-going Performance Requirement for as long as the software is utilized by the State. Such services shall be available at the prices contained in Contractor's response to the State's solicitation document, but shall in no event exceed these prices plus ten percent (10%) per year for each year after the date of acceptance of the software.

- 10.0 **ONGOING PERFORMANCE REQUIREMENT:** Any software installed as a result of this Agreement must perform at an effectiveness level of ninety-five (95%) each month following acceptance during the effective life cycle of that software as specified in the State's solicitation document and as provided for in Contractor's response with respect to costs. For the purposes of this Software Rider, the effectiveness level shall be computed as the number of days in a calendar month that the installed software completely and continuously met or exceeded the standard of performance established at acceptance (as specified in the Acceptance / Standard of Performance section of this Software Rider) divided by the total number of days in the month, and expressed as a percentage.

Should any software installed as a result of this agreement fail to meet this on-going performance requirement, the State may, at its option, choose to liquidate the damages it suffers as a result of this software failure in accordance with the Liquidated Damages clause (Section 8.0) of this Software Rider.

- 11.0 **PERMISSION TO MODIFY:** The State may modify any licensed software in machine-readable form and / or merge such materials into other program material to form an updated work product for the State's own use, provided, however, that upon discontinuance of any such licensed software, the licensed software will be completely removed by the State from any such updated work product and thereafter treated under this Agreement as if permission to modify or merge had never been granted. Any portion of the licensed software included in any such updated work product will continue to be subject to all applicable terms and conditions of this Agreement. However, any original work product of the State in such updated work product and any other original work product of the State used together with the licensed software shall be the exclusive property of the State and shall not be returnable to the Contractor upon discontinuance of the licensed software.

- 12.0 **PROGRAM SERVICES:** For each licensed software product, the type(s) and period(s) of program services, if any, to be provided without additional charge for a current release of the licensed software product are specified in Contractor's response to the State's solicitation document.

Program services will commence at the beginning of the licensed software testing period or, if there is no testing period for that license, when the charges, other than charges for early shipment of licensed printed materials, are due.

- 12.1 **LOCAL SERVICES:** When a problem occurs which the State determines is caused by the use of the licensed software and the diagnosis of Contractor's designated representative indicates the problem is caused by a defect in the unaltered portion of a current release of the licensed software, Contractor's designated representative will perform the following problem resolution activities:

- a. attempt to correct or bypass the defect by providing the State with correction information; or
- b. submit documentation of the problem to the appropriate Contractor personnel for resolution; and in any event,
- c. if the program is inoperable, make every reasonable effort to resolve the problem by applying a local fix or providing a bypass.

- 13.0 **PROTECTION AND SECURITY OF LICENSED SOFTWARE MATERIALS:** All copies of the licensed software materials made by the State including translations, compilations and partial copies within modifications and updated work products are the exclusive property of Contractor. The State shall reproduce and include the copyright notice on any such copies in accordance with the copyright instructions, if any, provided by Contractor.

The State shall maintain sufficient records to identify the number and location of all copies of licensed software materials and shall notify Contractor in writing if the original or any copy of the licensed software materials will be kept at an installation (or location, when specified "Location License Applies"), other than that of the machine designated.

The State shall insure, prior to disposing of any media, that any licensed software materials contained thereon have been erased or otherwise destroyed.

The State shall not provide or otherwise make available any licensed software materials in any form without Contractor's prior written consent except to the State's employees, Contractor's employees or other persons during the period they are on the State's premises for purposes specifically related to the State's lawful use of the licensed software.

- 14.0 **RELOCATION OF SOFTWARE:** The State may transfer the licensed software to any other State entity after giving notice to contractor and specifying the location and machine where the licensed software will be installed.

- 15.0 **RETURN OR DESTRUCTION OF LICENSED PROGRAM MATERIALS:** Within thirty (30) days from the date of discontinuance by the State of any licensed software, the State shall notify Contractor in writing, that through the State's best efforts, and to the best of the State's knowledge, the original and all copies of any licensed program materials received from Contractor or made in connection with such license have been returned or destroyed. This requirement will apply to all copies in any form including translations, whether partial or complete, and whether or not modified or merged into other program materials as authorized herein. However, upon prior written authorization from Contractor, the State may retain a copy for archive purposes only.

When the State has been licensed by Contractor to use a new version of the licensed software, which carries a different program number under an amendment to this Agreement, the State may retain the prior version of the licensed software for a period not to exceed ninety (90) days following the date of discontinuance of prior version of said programs; provided, however, that the retained prior version of said programs may be used by the State only if a defect in the new version prevents its use. During said ninety (90) day period, the State will pay only the applicable charges for the new version of the licensed software. Within thirty (30) days immediately following said ninety (90) day period, the State will certify in writing to Contractor that all copies of program materials received or made in connection with the prior version have been returned to Contractor or destroyed as set forth above.

- 16.0 SITE PREPARATION: The State agrees to furnish to Contractor, at the time of its order for licensed software, current information as to the specific hardware and software for the operating environment in which the licensed software will be installed. The State also agrees to furnish Contractor with specific instructions as to naming standards and devices which must be used for the licensed software.

Contractor will notify the State no later than thirty (30) days before the specified installation date of any changes in the operating environment required to install and operate the licensed software. Contractor will specify in detail any space, equipment, staff, and computer time that the State must provide for installation take place. Contractor will also specify any operating environment options the State must have installed prior to installation.

In any case, Contractor is expected at a minimum to fulfill its obligation to deliver and install the licensed software to operate in the environment as specified in the State's solicitation document, unless otherwise notified in writing by the State.

- 17.0 SOFTWARE STANDARDS: Contractor agrees to make every reasonable effort to furnish documentation and machine-readable programs which will conform to standards for such documentation and programs used at the State's installation site. The State agrees that it will make every reasonable accommodation to its standards and procedures to enable Contractor's licensed software to operate efficiently and effectively on the State's computer system.

- 18.0 SPECIFIED OPERATING ENVIRONMENT: Each licensed software product is designed to operate on one or more machine types and, in most instances, in conjunction with other vendor's equipment and software. Contractor's response to the State's solicitation document states the environments in which the licensed software is designed to operate.

The State reserves the right to exchange copies of the licensed software designed to operate in one operating environment for copies designed to operate in another operating environment in which Contractor has stated the licensed software is designed to operate. Should the State exercise this right it will pay any costs of shipping and handling involved in the exchange as well as any positive cost difference between the two licenses.

Contractor acknowledges that the environment of equipment and software in which the licensed software will operate will be subject to frequent changes and enhancements other than those supplied by Contractor. Contractor agrees to cooperate with the State and other vendors of equipment and software to support the stable operation of the licensed software so long as the State maintains a compatible operating environment.

- 19.0 TECHNICAL SERVICES: Contractor's technical personnel shall be available to assist the State in implementation, review, and improvement of existing data processing systems and to advise on programming, development, and implementation of new systems involving Contractor's software. Charges, if any, for this assistance have been included in Contractor's response to the State's solicitation document and these charges will increase by no more than ten percent (10%) year. Any actual changes in

the charges for technical services will require mutual agreement and are subject to the Pricing and Discount provisions of the Standard Terms and Conditions of this Agreement.

- 20.0 TRAINING: Contractor shall provide continuing training for personnel to achieve the level of proficiency necessary to support the State's use of software provided by Contractor. Charges, if any, for training have been included in Contractor's response to the State's solicitation document and these charges will increase by no more than ten percent (10%) per year. Any actual changes in the charges for training will require mutual agreement and are subject to the Pricing and Discount provisions of the Standard Terms and Conditions of this Agreement.

APPENDIX M – SOFTWARE DEVELOPMENT RIDER

STATE OF WISCONSIN

SOFTWARE DEVELOPMENT RIDER

- 1.0 ACCEPTANCE / STANDARD OF PERFORMANCE
- 2.0 ACCESS TO FACILITIES
- 3.0 COOPERATION WITH OTHER VENDORS OR CONTRACTORS
- 4.0 FINANCIAL STATEMENTS
- 5.0 KEY PERSONNEL
- 6.0 LIABILITY FOR LOSS OF DATA
- 7.0 LIMITATION OF COST
- 8.0 LIQUIDATED DAMAGES
- 9.0 ONGOING PERFORMANCE REQUIREMENT
- 10.0 ORIGINALITY
- 11.0 PERFORMANCE DOCUMENTATION
- 12.0 PROGRESS REPORTS
- 13.0 RESPONSIBILITIES OF CONTRACTOR
- 14.0 RESPONSIBILITIES OF THE STATE
- 15.0 RIGHT TO APPROVE CHANGES IN STAFF
- 16.0 SPECIFIED OPERATING ENVIRONMENT
- 17.0 STANDARDS OF WORK
- 18.0 TASKS, DELIVERABLES AND PROGRESS PAYMENTS
- 19.0 TERMINATION
- 20.0 TIME PERIOD
- 21.0 TITLE
- 22.0 TRAINING
- 23.0 TRAVEL EXPENSE
- 24.0 WARRANTY OF OPERATION

STATEMENT OF PURPOSE: The Software Development Rider provides terms and conditions relating to acquisition of information systems software development services wherein the State expects Contractor to furnish completed information systems software in return for compensation by the State on a fixed cost basis. The Software Development Rider is applicable to all Data Processing Agreements which involve the provision of software development services. The specifics of the software being developed and the dates for delivery and installation will be a part of the State's purchase order(s) under this Agreement.

1.0 ACCEPTANCE / STANDARD OF PERFORMANCE: After software installation is complete, Contractor shall certify in writing to the State that the software is installed and ready for use on the State's system. With Contractor's assistance, the State shall begin performing acceptance tests within thirty (30) days of receipt of such notification. The tests will determine whether the following acceptance criteria are met:

- a. Software operates in conformance with Contractor's technical specifications and functional descriptions.
- b. Software meets the specifications and performs the functions as contained in the State's solicitation document and / or the State's order.
- c. Software is capable of running on a repetitive basis on a variety of actual live data, as supplied by the State, without failure.
- d. Software is capable of meeting the performance expectation as expressed in the State's solicitation document and / or the State's order.
- e. Software does not require modifications to other operational software systems and does not cause performance degradation of other software systems operating on the State's computing system and network.

The acceptance period of sixty (60) consecutive calendar days shall commence within thirty (30) days of the installation date at which time operational control becomes the responsibility of the State. The State will give notice to Contractor as to the actual date when the acceptance period will begin.

If problems are encountered during the acceptance period, it is not required that the calendar day period expire in order for a new acceptance period to begin, once all problems have been resolved. If the software meets the State's acceptance criteria for sixty (60) days from the commencement of the acceptance period it shall be deemed to have met the State's standard of performance. Contractor agrees that this standard of performance shall not be reduced in the course of the State's usage of the software.

If successful completion of the acceptance period is not attained within ninety (90) days from the installation date, the State shall have the option of invoking the liquidated damages clause in this Software Development Rider, terminating the contract upon written notice or continuing the acceptance test.

The State's option to terminate this Agreement shall remain in effect until such time as a successful acceptance test is completed. Contractor shall be liable for all outbound preparation and shipping costs for contracted items returned under this clause. Upon successful completion of the acceptance test, the State shall promptly notify Contractor in writing of the acceptance and authorize payments beginning with the first day of the successful acceptance period.

2.0 ACCESS TO FACILITIES: Unless otherwise agreed upon by the parties, any and all access by Contractor's employees to the facilities of the State shall be during normal State office hours and all Contractor employees shall be subject to the State site's security procedures.

3.0 COOPERATION WITH OTHER VENDORS OR CONTRACTORS: In the event that the State enters into agreements with other vendors or contractors for additional work related to the development of any software, Contractor agrees that its personnel will fully cooperate with such other vendors or contractors. Contractor's personnel shall not commit any act which will interfere with the performance of work by any other contractor or by the State. Contractor's personnel will cooperate with State personnel, hardware manufacture representatives, system software suppliers, and communications systems suppliers in designing, programming, and testing any software being developed.

4.0 FINANCIAL STATEMENTS: Upon request by the State, Contractor shall supply copies of its quarterly financial statements not later than forty-five (45) days after the close of Contractor's fiscal quarters. Upon request, Contractor shall also supply the State with a copy of its year-end statement not later than ninety (90) days after its fiscal year-end.

5.0 KEY PERSONNEL: Contractor agrees that it will furnish the State with a means of identifying all personnel assigned to perform work under this Agreement and furnish the State with security credentials on these personnel, if requested. Contractor will provide the following classifications of individuals to perform work as specified on the State's order(s) on a full-time basis at the rates set forth below (insert staff classifications and rates):

| CLASSIFICATION / CAPACITY | RATE |
|---------------------------|------|
|---------------------------|------|

6.0 LIABILITY FOR LOSS OF DATA: When computer services are requested, the State will maintain adequate supporting material or copies to enable Contractor to regenerate card files, tape files, printer outputs and other data furnished to Contractor by the State. In the event of loss of such State supplied data due to machine failure or negligence of Contractor or its employees, Contractor's liability for such loss shall be limited to the replacement or regeneration of the lost data from the State's supporting material by the methods or means deemed most suitable by Contractor for such regeneration or replacement.

7.0 LIMITATION OF COST: It is hereby stipulated and agreed that the total cost to the State for the performance of the work under this Agreement will not exceed the funding limitation set forth in the State's purchase order and the Contractor agrees to perform the work specified and all obligations under this Agreement within such funding limitation. Contractor agrees to notify the State in writing no later than when the billable amounts reach eighty percent (80%) of the funding limitation in an order and will include in such notification an estimate to complete the requirements of the order. The State shall not be obligated to reimburse Contractor for billing in excess of the funding limitation set forth in the order, and Contractor shall not be obligated to continue performance of work under the order or to incur costs in excess of the funding limitations if such increased costs are due to additional requirements identified by the State after the initiation of effort on the work specified in the order, unless and until a change order or amendment to the order increasing the funding limitation is approved by the State.

8.0 LIQUIDATED DAMAGES: The State declares, and Contractor acknowledges, that the State may suffer damages due to lack of performance of the terms and conditions of this Agreement by Contractor. Since it is impractical and extremely difficult to fix the actual damage sustained in the event of any such nonperformance, the State and Contractor, therefore, presume that in the event of any such nonperformance the amount of damage which will be sustained from the nonperformance will be the amount set forth in this section and they agree that, in the event of any such nonperformance, Contractor shall pay that amount as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to Contractor and any amount outstanding over and above the amounts deducted from invoices will be promptly tendered by check by Contractor to the State.

The State shall notify Contractor in writing of any claim for liquidated damages pursuant to this section on or before the date when the State deducts such sums from money payable to Contractor and, in any case,

within ninety (90) days after Contractor's failure to perform in accordance with the terms and conditions of this Agreement. Delay in reporting such claim to Contractor will void any claim for liquidated damages.

Notwithstanding any other provision herein, liquidated damages shall be the exclusive damages available to the State for delay in completion of the work specified in the State's order(s).

Contractor shall not be liable for liquidated damages when delays arise out of cause beyond the reasonable control and without the fault or negligence of Contractor. Delays due to causes of Force Majeure (which are outside of the control of both parties and could not be avoided by exercise of due care) or due to the responsibility of the State or other contractors of the State shall extend the date for completion of work under the State's order on a day for day basis.

Delays caused by the default of a subcontractor, when such default arises out of causes beyond the control of both Contractor and the subcontractor and without the fault or negligence of either of them, shall extend the date for completion of work under the State's order on a day for day basis, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to complete the work specified in the state's order by the date specified therein.

If Contractor or Contractor's employee does not complete the specified work by the date specified in the State's order, Contractor shall pay the State, as fixed and agreed liquidated damages, for each calendar day beyond the date specified in the order, four (4) times the hourly rate for each individual assigned for each such work effort not completed or until the specified work is completed.

Contractor has the right to reject and return any order issue by the State within ten (10) days of the date of the order if it cannot accept the State's schedule for completion.

8.1 INSTALLATION OF SOFTWARE:

- a. If Contractor does not deliver and install a specified software item or system on or before the installation date specified in the order, Contractor shall pay the State, as fixed and agreed liquidated damages for each calendar day between the date specified for installation and the actual installation date for such software, daily liquidated damages for the specified software item. In no event shall Contractor be obligated for more than one hundred eighty (180) calendar days.
- b. If some, but not all, of the software specified in an order is installed and ready for use by the installation date specified on the order and the State uses any such installed software, liquidated damages shall not accrue against the software used.
- c. When an individual software item specified in the State's order is not ready for use by the installation date specified on the order, liquidated damages shall be assessed in accordance with the above provisions for those components only. Contractor shall pay daily liquidated damages based on the cost of all components which are rendered non-operational for each calendar day between the date specified for installation and the actual installation date.

If Contractor does not deliver and / or install all of the software and any specified equipment included on the same order, and as a result, the total system is not ready for use on the installation date specified on the State's order, then daily liquidated damages based on the entire order shall be paid by Contractor for each calendar day between the date specified for installation and the actual installation date.

- d. Replacement Software: If Contractor fails to install any or all of the software identified herein within thirty (30) days of the installation date specified in the State's order then the State may upon written notice to Contractor obtain replacement software from another vendor. In

this event Contractor shall be liable for the greater of: (i) daily liquidated damages from the installation date specified herein until replacement software is installed and ready for use or (ii) daily liquidated damages for one hundred eighty (180) days from the installation date.

- 8.2 **ONGOING PERFORMANCE:** If Contractor's software does not meet the State's Ongoing Performance Requirement as specified in Section 9.0 of this Software Development Rider for any calendar month following Acceptance as specified in this Software Development Rider then Contractor agrees to pay as fixed and agreed liquidated damages for each such month, four percent (4%) of the payment that was made at Acceptance for each software item which was subject to nonperformance.

If Contractor's failure to meet the State's Ongoing Performance Requirement results in unusability of other software and equipment in a total system, Contractor acknowledges liability for damages to the State for unusability of a total system and agrees that the charges for all software rendered unusable by its failure shall be included in computing liquidated damages.

In the event that Contractor's software fails to meet the State's Ongoing Performance Requirement for three (3) consecutive calendar months, the State may, at its option, terminate this Agreement and collect liquidated damages from Contractor for replacement software which shall be the greater of (i) daily liquidated damages for all software and equipment rendered inoperable from the date of termination until replacement software is installed and ready for use, or (ii) daily liquidated damages for all software and equipment rendered inoperable for one hundred eighty (180) days, or (iii) the reprourement cost including the cost of replacement software plus the cost of recovery.

- 9.0 **ONGOING PERFORMANCE REQUIREMENT:** Any software installed as a result of this Agreement must perform at an effectiveness level of ninety-five percent (95%) each month following acceptance during the effective life cycle of that software as specified in the State's solicitation document and as provided for in Contractor's response with respect to costs.

For the purposes of this Software Development Rider the effectiveness level shall be computed as the number of days in a calendar month that the installed software completely and continuously met or exceeded the standard of performance established at acceptance (as specified in the Acceptance / Standard of Performance clause (Section 1.0) of this Software Development Rider) divided by the total number of days in the month and expressed as a percentage.

Should any software installed as a result of this Agreement fail to meet this ongoing performance requirement the State may, at its option, choose to liquidate the damages it suffers as a result of software failure in accordance with the Liquidated Damages clause (Section 8.0) of this Software Development Rider.

- 10.0 **ORIGINALITY:** Contractor warrants that all software and documentation produced hereunder are of original development by Contractor and are specifically developed for the fulfillment of this Agreement and will not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and Contractor shall indemnify and hold the State harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.

In the event Contractor shall elect to use or incorporate any component(s) of an existing system in developing these products and performing the services required to be delivered hereunder, Contractor shall first notify the State in writing. The State, after conducting whatever investigation it may elect to undertake, may direct Contractor not to use or incorporate any such components. If the State does not object within a period of thirty (30) days from the date said notice is received, Contractor shall be authorized to use or incorporate such component(s) at Contractor's expense upon first obtaining the written consent of the party owning same, and furnishing a copy thereof to the State; provided, however,

in all events, such components shall be warranted (except for originality) by Contractor to the same extent as otherwise warranted under this Agreement.

Contractor shall transfer title or perpetual license to use such components to the State upon delivery of the products, and shall indemnify the State, as specified in Section 22.0 of the General Terms and Conditions of this State of Wisconsin Data Processing Agreement.

- 11.0 PERFORMANCE DOCUMENTATION: All documentation delivered hereunder shall conform to the documentation standards of the State. Contractor will furnish the State with the following documentation, which will be in form and substance at least equal to comparable material generally in use in the industry in the following quantities:

| DOCUMENTATION | QUANTITY |
|---------------------|----------|
| User's Manual | 10 |
| Systems Manual | 10 |
| Operating Manual | 10 |
| Programming Manual | 10 |
| Modification Manual | 10 |

- 12.0 PROGRESS REPORTS: Contractor shall submit a bi-weekly progress report to the State signed by an authorized officer of Contractor. The progress report will describe the status of Contractor's performance since the preceding report, including the products delivered and the progress expected to be made in the next succeeding period. Each report shall describe Contractor's activities by reference to the schedule of deliverables included in the State's order. Reports shall be sent to the Project Director designated by the State.

- 13.0 RESPONSIBILITIES OF CONTRACTOR: Contractor agrees:

- 13.1 To perform those tasks and deliver the products identified in the State's order under the heading "Scope of Work."
- 13.2 To comply with all security regulations in effect at the State's premises and externally for materials belonging to the State or to the project.
- 13.3 To assign to the project on a full-time basis, Contractor's employees, agents or representatives to assist in fulfilling its performance under this agreement.
- 13.4 To appoint a Project Director for liaison and consultation with the State. The Project Director shall have authority to make managerial and technical decisions concerning the project.
- 13.5 To correct all errors in the software found by the State or Contractor for a period of twelve (12) months after acceptance by the State. Such corrections shall commence within forty-eight (48) hours after the State's written notification to Contractor.

- 14.0 RESPONSIBILITIES OF THE STATE: The State agrees:

- 14.1 To arrange for necessary cooperation by the State's officials and employees, including providing access to such records and other information needed by Contractor to carry out the work set forth in the State's order, and to render written decisions on matters affecting the progress of the work promptly after receipt of Contractor's request for such decisions.
- 14.2 To appoint a Project Director for liaison and consultation with Contractor. The Project Director shall have authority to make managerial and technical decisions concerning the project and to

accept or approve Contractor's work on behalf of the State. The State's Project Director shall not have authority to amend or in any way modify the provisions of this Agreement.

- 14.3 To deliver the following items prior to the Start Date for each phase of work if specified in the State's order: (1) source programs in machine readable form (i.e., image magnetic tape or diskette); (2) a representative test data sample to exercise all items referenced in the State's order; (3) currently available detailed documentation and specifications; (4) program output reports produced by any delivered programs from existing source programs and (5) assignment of the file and program nomenclature. Delayed delivery of any of the above specified items for any phase of work shall result in a day-to-day extension of the completion date for that phase.
- 14.4 To abstain from effecting any change, modification, or enhancement of all items referenced in the State's order subsequent to Contractor's receipt of the items provided under paragraph 14.3 of this Software Development Rider.
- 14.5 In the event any such change, modification, or enhancement is effected by the State after receipt of such items, to be fully responsible and liable for the consequence thereof.
- 15.0 **RIGHT TO APPROVE CHANGES IN STAFF:** The State shall have the absolute right to approve or disapprove a proposed change in the project staff from those listed herein. The State in each instance will be provided with a resume of the proposed substitute and an opportunity to interview that person prior to giving its approval or disapproval. The State shall not unreasonably withhold its approval.
- 16.0 **SOFTWARE STANDARDS:** Any software delivered will be developed by Contractor to operate on the State's equipment and software system as specified in the State's solicitation document and the State's order.
- Contractor agrees that all software and other products delivered will comply with the State's applicable standards as set forth in the State site's data processing standards manual, or as otherwise specified in the State's solicitation document or order(s). The State agrees that it will make every reasonable accommodation to its standards and procedures to enable Contractor's licensed software to operate efficiently and effectively on the State's computer system.
- Contractor agrees that all products or elements to be delivered hereunder shall comply with all applicable provisions of standards or draft standards issued by the American National Standards Institute.
- 17.0 **STANDARDS OF WORK:** Contractor agrees that the performance of work and services pursuant to this Agreement shall conform to the requirements of this Agreement and to the highest possible professional standards.
- 18.0 **TASKS, DELIVERABLES AND PROGRESS PAYMENTS:** The State's order attached by reference hereto describes specifically the nature and goals of each task to be performed by Contractor, when each shall be performed, and the order of performance. It also contains a detailed description of the required products to be delivered by Contractor upon completion of each task, the form each product shall take, and the progress payment, if any, which shall be due upon acceptance by the State of each such deliverable.
- Progress payments up to ninety-five (95%) of the State's total order shall be paid to Contractor in accordance with and upon completion, delivery and acceptance of each deliverable listed on the State's order within thirty (30) days after such acceptance. A final payment in the amount of the remaining five percent (5%) of the State's total order may be withheld by the State to be paid within thirty (30) days after acceptance of all developed software included in the order.
- 19.0 **TERMINATION:** The State reserves the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten calendar (10) days

before the effective date of such termination. Contractor shall, in the event of such termination, be entitled to receive compensation for any deliverables accepted hereunder in accordance with progress as set forth in the State's order. Contractor shall also be compensated for partially completed deliverables in the event of such termination. The compensation for such partially completed deliverables shall be equal to the percentage of completion of each, as determined by the State, times the corresponding progress payment set forth in the State's order.

Upon termination or other expiration of this Agreement, each party shall forthwith return to the other all papers, materials, and other properties of the other held by each for purposes of execution of this Agreement. In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, nondisruptive business continuation of each party.

20.0 **TIME PERIOD:** The term of this Agreement, shall commence on the date specified on the State of Wisconsin Data Processing Agreement and shall continue until the completed package has been accepted by the State, or until otherwise terminated under the provisions contained herein.

21.0 **TITLE:** All original written material, including programs, tapes, listings, and other programming documentation both originated and prepared by Contractor pursuant to this Agreement shall belong exclusively to the State of Wisconsin.

The State shall have unlimited rights to specific computer software developed or generated under this Agreement.

Unlimited rights means rights to use, duplicate or disclose technical data, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so.

22.0 **TRAINING:** Contractor agrees to develop and conduct training programs for State personnel who will operate and maintain the developed software to achieve the level of proficiency necessary to support the State's use of the software. Contractor agrees to permit videotaping of the training programs and to furnish ten (10) copies of all materials used in the training programs.

23.0 **TRAVEL EXPENSE:** Contractor shall not charge the State for any travel expense without State's prior written approval. Upon obtaining the State's written approval, Contractor shall be authorized to incur travel expenses payable by the State only to the extent provided for in the State employees Pay Plan by Wisconsin Statutes and Administrative Rules.

24.0 **WARRANTY OF OPERATION:** Contractor warrants that the software delivered hereunder will, at the time of delivery, be free from defects in manufacture or materials and will meet the specifications set forth in the State's solicitation document and order, or Contractor will without charge to the State correct any such defects and make such additions, modifications, or adjustments to the software as may be necessary to keep the software in operating order in accordance with such specifications.

APPENDIX N – HARDWARE RIDER

- 1.0 ACCEPTANCE/STANDARD OF PERFORMANCE
- 2.0 ACCESS TO EQUIPMENT
- 3.0 ALTERATIONS AND ATTACHMENTS
- 4.0 DOCUMENTATION AND OPERATING MANUALS
- 5.0 EMERGENCY EQUIPMENT
- 6.0 ENGINEERING CHANGES AND/OR FIELD MODIFICATIONS
- 7.0 INSTALLATION
- 8.0 LIQUIDATED DAMAGES
- 9.0 MAINTENANCE CONTINUITY
- 10.0 ONGOING PERFORMANCE REQUIREMENT
- 11.0 RELOCATION OF EQUIPMENT
- 12.0 RETURN OF EQUIPMENT
- 13.0 SITE PREPARATION
- 14.0 SPARE PARTS
- 15.0 SUPPLIES
- 16.0 TECHNICAL SERVICES
- 17.0 TRAINING

STATEMENT OF PURPOSE: The Hardware Rider provides terms and conditions relating to acquisition of data processing hardware. The Hardware Rider is applicable to all Data Processing Agreements which involve the acquisition of data processing hardware.

1.0 ACCEPTANCE/STANDARD OF PERFORMANCE:

A standard of performance must be met before any of the equipment is accepted by the State. It is also applicable to any replacement or substitute machines which are added or field modified after the equipment has completed a successful performance period.

- 1.1 The performance period shall begin when the State notifies Contractor in writing that acceptance testing may commence and shall end when the equipment has met the standard of performance for a period of thirty (30) consecutive days. The performance period will determine whether the following acceptance criteria are met:
- a. Equipment operates in conformance with Contractor's technical specifications and functional descriptions.
 - b. Equipment meets the specifications and performs the functions as contained in the State's solicitation document.
 - c. Equipment is capable of running on a repetitive basis using a variety of live data, as supplied by the State, without failure.
 - d. Equipment is capable of meeting the State's performance requirement as expressed in the State's solicitation document.
 - e. Equipment does not require modifications to other operational systems and does not cause performance degradation of other systems operating on the State's computing system(s) and network(s).

Equipment must operate at an effectiveness level of 96% or more. (See items 1.5 through 1.10 below.)

- 1.2 In the event the equipment does not meet the standard of performance during the initial thirty (30) consecutive days, the standard of performance test shall, at the option of the State, continue on a day-to-day basis until the standard of performance is met for a total of thirty (30) consecutive days.
- 1.3 If the equipment fails to meet the standard of performance after ninety (90) calendar days, from commencement of acceptance testing, the State may, at its option, terminate this Agreement without penalty, request replacement equipment or continue the performance test. Contractor shall be liable for all inbound and outbound preparation and shipping costs for equipment returned pursuant to this provision. The State's option to terminate this Agreement shall remain in effect until such time as a successful completion of the performance period is attained.
- 1.4 The date of acceptance shall be the first day after the completion of the successful performance period and shall be the first day that authorized charges will be paid.
- 1.5 The effectiveness level for equipment acquired under this Agreement is computed by dividing the operational use time by the sum of that time plus system failure downtime.
- 1.6 Operational use time for performance testing for the equipment acquired under this Agreement is defined as the accumulated time during which the equipment is in actual use.
- 1.7 Equipment failure downtime is that period of time when the equipment is unavailable due to equipment malfunction.

- 1.8 During any period of equipment downtime, the State may use operable equipment when such action does not interfere with maintenance of the inoperable equipment.
- 1.9 Downtime for each incident shall start from the time the State makes a bona fide attempt to contact Contractor's designated representative until equipment is returned to the State in proper operating condition.
- 1.10 During the performance period for equipment, a minimum of 720 hours of operational use time with productive or simulated work will be required as a basis for computation of the effectiveness level. However, in computing the effectiveness level the actual number of operational use hours shall be used when in excess of the minimum of 720 hours.
- 2.0 **ACCESS TO EQUIPMENT:**
Contractor, its agents or employees shall have full access to the equipment at reasonable times when State offices are open to inspect the equipment or observe its use upon first giving notice to the State of Contractor's intent to perform such inspection.
- 3.0 **ALTERATIONS AND ATTACHMENTS:**
Following acceptance by the State of the equipment that is the subject of this Agreement, the State may make alterations or attachments to the equipment upon prior written notice to Contractor.
- 3.1 The State shall be responsible for making such State initiated alterations or attachments to equipment, its use, and the results obtained there from, and the State shall also be responsible for paying all charges incurred and related to any such alteration or attachment. The State shall also be responsible for removing any such alteration or attachment and for restoring the equipment to its normal unaltered condition prior to its return to Contractor or upon written notice from Contractor that the alteration or attachment creates a safety hazard or renders maintenance of the equipment impractical, provided that such written notice sets forth the particular factual basis relied upon by the Contractor in making such determination.
- 3.2 When such alterations or attachments are made by the State or its authorized agents: (1) the State shall be responsible for damage to the equipment caused by or resulting directly or indirectly from such alterations or attachments; (2) Contractor shall not be held responsible for defects in software or documentation provided such defects are caused by or result directly from such alterations or attachments; (3) Contractor will not be liable for any performance degradation of the equipment caused by or resulting directly from such alterations or attachments; (4) Contractor will not be responsible for the proper or efficient operation of, or the cost or effort to modify any software or documentation affected directly or indirectly by such alterations or attachments.
- 4.0 **DOCUMENTATION AND OPERATING MANUALS:**
Contractor shall provide, at no additional charge, operating manuals which describe equipment capabilities, its operation, malfunction identification and troubleshooting procedures. One (1) copy of these manuals will be furnished for each individual piece of equipment ordered by the State. Manual updates or revisions published by the Contractor shall be provided free of charge. Contractor agrees that the State may make such additional copies of supplied documentation as are needed for use by State employees.
- 5.0 **EMERGENCY EQUIPMENT:**
Contractor agrees to make every reasonable effort to assist the State in obtaining the use of equipment compatible with that used by the State to meet emergencies such as a major system or equipment failure or loss which extends or is expected to extend beyond twenty-four (24) hours. The State, at its option, may accept or reject the offer of use of emergency equipment from the Contractor.

6.0 ENGINEERING CHANGES AND/OR FIELD MODIFICATIONS:

Contractor sponsored modifications and/or engineering changes shall be made with the consent of the State at no additional charge. The State reserves the right at all times to schedule these Contractor sponsored modifications and/or engineering changes to minimize the impact on the daily operations of the State. Contractor warrants that, to their knowledge, installation of such engineering changes and/or field modifications as are required or recommended from time to time, shall not cause the performance of the equipment modified to degrade below the standard of performance established for acceptance of the equipment or as described in Contractor's technical specifications and accepted by the State. Liquidated damages as provided for in section 8.3 of this Hardware Rider will be assessed by the State if engineering changes and/or field modifications result in an unacceptable performance level for the equipment.

7.0 INSTALLATION:

The State agrees to have the equipment installation site prepared in accordance with vendor's written specifications prior to the installation date. The State shall provide access to the installation site to enable Contractor to plan the installation. A complete minimum disruption installation plan for installing equipment must be provided by Contractor which requires no prime shift system downtime and which is flexible enough to meet the State's operational requirements. The plan must detail all activities required to successfully install and operate the equipment. This includes, for example, I/O generation, emulator generation, security authorization, and operating instructions. Except for equipment specifically designated in Contractor's proposal as customer set-up or unless otherwise specified in the State's solicitation document, Contractor shall be responsible for unpacking, uncrating and installing the equipment, including the installation of all necessary cabling, connection with power, utility and communications services, and in all other respects making the equipment ready for operational use. Upon completion, Contractor shall provide written certification to the State that each unit of equipment has incorporated within it all of the Contractor's current engineering changes and that the equipment is ready for acceptance testing. For those units of equipment designated as customer set-up in Contractor's response to the State's solicitation document, the State shall:

- unpack each unit of equipment;
- inspect each unit of equipment for damaged or missing items;
- perform the physical set-up and connections as prescribed by Contractor;
- provide any data communications equipment that may be required in order for the equipment to function;
- install all required programming aids;
- utilize equipment validation and diagnostic tests as prescribed by Contractor to verify that the equipment functions properly;
- notify Contractor of equipment that is missing, damaged or apparently malfunctioning;
- notify Contractor within five (5) working days after successful installation that equipment is being tested for acceptance.

At the State's request, subject to the charges listed in the Contractor's response to the State's solicitation document, Contractor shall assist in the installation of equipment designated as customer set-up.

8.0 LIQUIDATED DAMAGES:

The State declares, and Contractor acknowledges, that the State may suffer damages due to lack of performance of the terms and conditions of this Agreement by Contractor. Since it is impractical and extremely difficult to fix the actual damage sustained in the event of any such nonperformance, the State

and Contractor, therefore, presume that in the event of any such nonperformance, the amount of damage which will be sustained from the nonperformance will be the amount set forth in this section and they agree that, in the event of any such nonperformance, the Contractor shall pay that amount as liquidated damages and not as a penalty. Liquidated damages shall be the exclusive damages available to the State in respect to subparagraphs 8.1, 8.2 and 8.3. Amounts due the State as liquidated damages may be deducted by the State from any money payable to Contractor and any amount outstanding over and above the amounts deducted from invoices will be promptly tendered by check by Contractor to the State.

The State shall notify Contractor in writing of any claim for liquidated damages pursuant to this section on or before the date when the State deducts such sums from money payable to Contractor and, in any case, within thirty (30) days after Contractor's failure to perform in accordance within the terms and conditions of this Agreement. Delay in reporting such claim to Contractor will void any claim for liquidated damages.

Except with respect to defaults of subcontractors, Contractor shall not be liable for liquidated damages when delays arise out of cause beyond the reasonable control and without the fault or negligence of Contractor. Delays due to causes of Force Majeure (which are outside of the control of both parties and could not be avoided by exercise of due care) or due to the responsibility of the State or other contractors of the State shall extend the dates on a day for day basis; but in every case the delay must be beyond the reasonable control and without the fault or negligence of Contractor. Delays caused by the default of a subcontractor, when such default arises out of causes beyond the control of both Contractor and the subcontractor and without the fault or negligence of either of them, shall extend the dates on a day for day basis, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

8.1 DELIVERY OF EQUIPMENT:

If Contractor does not deliver equipment within ninety (90) days of the date of order by the State (or by the date specified in the order), Contractor shall pay the State, as fixed and agreed liquidated damages, for each calendar day beyond ninety (90) days of the date of the order (or beyond the date specified in the order) the greater of \$200.00 for each item not delivered or 1/30th of the monthly charges (lease, rental, lease/purchase) for all undelivered equipment or 1/200th of the purchase price of all undelivered equipment.

Contractor has the right to reject and return any order issued by the State within ten (10) days of the date of the order if it cannot accept the State's delivery schedule or Contractor cannot make delivery within ninety (90) days. In the event that Contractor rejects the State's order, liquidated cannot be invoked.

8.2 INSTALLATION OF EQUIPMENT:

- a. If Contractor does not install any of the equipment designated as Contractor set-up in Contractor's proposal on or before the installation date specified in the order, Contractor shall pay the State, as fixed and agreed liquidated damages for each calendar day between the date specified for installation and the actual installation date for such equipment, the greater of \$200.00 or 1/30th of the monthly charges (lease, rental or lease/purchase) or 1/200th of the purchase price applicable to each machine and feature. In no event shall Contractor be obligated for more than one hundred eighty (180) calendar days.
- b. If some, but not all, of the equipment specified in an order is installed and ready for use by the installation date specified in this agreement and the State uses any such installed equipment, liquidated damages shall not accrue against the equipment used.

- c. Substitute Equipment: If Contractor provides substitute equipment acceptable to the State on or before the installation date specified in the order, liquidated damages shall not apply to the equipment for which substitute equipment was provided.
- d. If Contractor does not deliver and/or install all of the equipment and any specified software, including special features and accessories included on the same order, and, as a result, no portion of the total system is ready for use on the installation date, daily liquidated damages shall be paid by Contractor. These daily liquidated damages shall be the greater of \$200.00 per item, 1/200th of the total purchase cost of the order or 1/30th of the monthly charges (lease, rental, or lease/purchase).
- e. Replacement Equipment: If Contractor fails to install all of the equipment identified herein within thirty (30) days of the installation date specified in an order, including special features and accessories, the State may upon written notice to Contractor obtain replacement equipment from another vendor. In this event Contractor shall be liable for the greater of: (i) liquidated damages from the installation date specified herein until replacement equipment is installed and ready for use or (ii) liquidated damages for one hundred eighty (180) days from the installation date.

8.3 ONGOING PERFORMANCE:

If Contractor does not meet the Ongoing Performance Requirement specified in Section 10.0 of this Hardware Rider, Contractor shall pay the State, as fixed and agreed liquidated damages for each month in which equipment failed to perform at an effectiveness level of 96% the greater of one month's monthly charge for the equipment which was subject to nonperformance or 4% of the purchase price of all equipment which was subject to nonperformance.

The State shall maintain appropriate daily records of the ongoing performance level of equipment that is the subject of this Agreement. If Contractor believes that equipment is operating as certified, the State shall offer such records as evidence in assessing damages.

9.0 MAINTENANCE CONTINUITY:

Contractor agrees to make available maintenance services to meet the State's ongoing performance requirement for as long as the equipment is utilized by the State. Such services shall be available in accordance with Contractor's generally listed prices, but shall in no event exceed current prices plus 10% per year for each year after the date of acceptance of the equipment.

If Contractor is unable to provide maintenance services pursuant to this Agreement and in the State's sole opinion is unlikely to resume providing maintenance services to meet the State's ongoing performance requirement, then Contractor or its receiver or trustee shall provide the following items to the State.

- 9.1 All information necessary for the State to perform or to have such maintenance service performed including, but not limited to, logic diagrams, maintenance manuals, system and unit schematics.
- 9.2 A listing of suppliers capable of supplying necessary spare parts and equipment support.
- 9.3 Available information adequate to permit the State to have spare parts manufactured elsewhere.
- 9.4 A listing of spare parts and their frequency of use to enable the State to create a centralized inventory of spare parts.

Any information in items 9.1, 9.2, 9.3, and 9.4 above which is identified by Contractor as proprietary information shall be maintained in confidence by the State except where disclosure to a third party is necessary in order for the State to continue the maintenance service; however, any third party to whom disclosure is made pursuant thereto shall agree to hold such proprietary information in confidence and to

make no further disclosure thereof. Further, the State agrees that any such proprietary information shall be used solely to perform the Contractor's obligations hereunder and shall be returned to Contractor upon completion of such use.

10.0 ONGOING PERFORMANCE REQUIREMENT:

Any equipment installed as a result of this Agreement must perform at an effectiveness level of 96% each month following acceptance during the effective life cycle of the equipment as specified in the State's solicitation document and as provided for in Contractor's response with respect to costs.

Should any equipment fail to meet this standard of performance, the State may at its option, choose to liquidate the damages it suffers as a result of equipment failure. In the event that equipment is inoperative, due to equipment failure, and the effectiveness level is below 96% of the total operational use time for three (3) consecutive calendar months, the State reserves the right to terminate this Agreement without penalty or to require Contractor to replace the equipment. As applicable, the purchase option credits for any replacement equipment shall not be less than the credits accrued from the date of acceptance of the original equipment, regardless of whether the replacement is made at the request of the State or for the convenience of Contractor.

11.0 RELOCATION OF EQUIPMENT:

11.1 The State reserves the right to move the equipment acquired under this contract from one State office to any other State office within the State.

11.2 The State will prepare a relocation site that conforms to the Contractor's specifications in accordance with other provisions of this Rider.

11.3 The State shall arrange and pay for all transportation, rigging, drayage and any other relocation charges.

11.4 Rearrangement of equipment within the same office for State convenience shall be entirely at State expense. Contractor may provide paid assistance and supervision.

11.5 The State shall notify Contractor at least thirty (30) days in advance of the relocation of any equipment which is not designated as customer set-up in Contractor's response to the State's solicitation document. Contractor shall be responsible for disconnecting, packing, and crating this equipment for shipping as well as all tasks associated with installation as detailed elsewhere in this Hardware Rider subject to charges as specifically stated in Contractor's response to the State's solicitation document.

12.0 RETURN OF EQUIPMENT:

12.1 If equipment is returned to Contractor for failure to fulfill contractual obligations, the following procedure will be used:

- a. Within twenty (20) days of written notification Contractor will prepare equipment for removal and shall provide the State with the required shipping instructions.
- b. Within thirty (30) days following preparation of equipment for shipping, the State shall ship the equipment in accordance with instructions from Contractor.
- c. All shipping cost will be borne by Contractor.

12.2 If equipment is returned to Contractor for any other reason, the State shall be responsible for all costs associated with preparation of equipment for shipping and for shipping costs to Contractor's nearest location.

13.0 **SITE PREPARATION:**

Equipment environmental specifications shall be furnished in writing by Contractor to the ordering agency at least sixty (60) days prior to delivery. These specifications shall be in such detail to ensure that the equipment to be installed shall operate efficiently from the point of view of its environment.

The State shall prepare the site at its own expense and in accordance with the Contractor's equipment environmental specifications not later than fifteen (15) days prior to delivery, and shall make the site available thereafter for inspection by Contractor. Failure by Contractor to inspect the site prior to delivery shall be deemed to be approval of the site as meeting Contractor's equipment environmental specifications.

Contractor will notify the State in writing as to the adequacy of the site and the State's planned layout of the equipment within ten (10) days after inspection.

Contractor warrants that all equipment which is the subject of this Agreement has been approved by Underwriters Laboratories or a recognized equivalent certification agency.

Contractor understands that all equipment installations must comply with building and facilities standards established by the State.

14.0 **SPARE PARTS:**

Contractor agrees to furnish to the State price lists and instructions for ordering spare parts for all equipment proposed in the Contractor's response to the State's solicitation document. Contractor agrees that these spare parts will be available, either to the State or to a third-party maintenance contractor retained by the State for the purpose of maintaining Contractor's equipment if the State chooses not to contract for maintenance service with Contractor.

15.0 **SUPPLIES:**

Contractor's prices do not include operational supplies (e.g., paper, tape, etc.) unless such supplies are specifically identified. All supplies used by the State shall conform to Contractor's published specifications provided to the State at the time of equipment installation. The State reserves the right to acquire such supplies from any vendor of its choice.

16.0 **TECHNICAL SERVICES:**

Contractor's technical personnel shall be available to assist the State in implementation, review, and improvement of existing data processing systems and to advise on programming, development, and implementation of new systems involving Contractor's equipment. Charges, if any, for this assistance have been included in Contractor's response to the State's solicitation document and these charges will increase by no more than 10% per year. Any actual changes in the charges for technical services will require mutual agreement and are subject to the Pricing and Discount provisions of the General Terms and Conditions of this Agreement.

17.0 **TRAINING:**

Contractor shall provide continuing training for personnel to achieve the level of proficiency necessary to support the State's use of equipment provided by Contractor. Charges, if any, for training have been included in Contractor's response to the State's solicitation document and these charges will increase by no more than 10% per year. Any actual changes in the charges for training will require mutual agreement and are subject to the Pricing and Discount provisions of the General Terms and Conditions of this Agreement.

APPENDIX O – HARDWARE MAINTENANCE RIDER

STATE OF WISCONSIN

HARDWARE MAINTENANCE RIDER

- 1.0 ACCESS TO EQUIPMENT
- 2.0 ANNUAL PREPAYMENT
- 3.0 COOPERATION WITH OTHER VENDORS
- 4.0 CUSTOMER MANAGED NETWORK
- 5.0 ESCALATION OF PROBLEMS
- 6.0 KEY PERSONNEL
- 7.0 LIQUIDATED DAMAGES
- 8.0 MAINTENANCE PLANS
- 9.0 PREVENTIVE MAINTENANCE
- 10.0 PRINCIPAL PERIOD OF MAINTENANCE
- 11.0 RECERTIFICATION
- 12.0 RELOCATION
- 13.0 REPLACEMENT PARTS
- 14.0 SAFETY CHANGES
- 15.0 SCOPE OF MAINTENANCE SERVICE
- 16.0 SERVICE START-UP
- 17.0 STANDARD OF PERFORMANCE/RESPONSE TIME
- 18.0 TRAVEL EXPENSE
- 19.0 WITHDRAWAL OF EQUIPMENT FROM MAINTENANCE

STATEMENT OF PURPOSE: The Hardware Maintenance Rider provides terms and conditions relating to acquisition of data processing hardware maintenance services. The Hardware Maintenance Rider is applicable to all Data Processing Agreements which involve the provision of hardware maintenance services.

1.0 ACCESS TO EQUIPMENT: Contractor shall keep the equipment in good operating condition and, subject to security regulations, the State shall provide Contractor with access to the equipment to perform maintenance service.

2.0 ANNUAL PREPAYMENT: Contractor will grant an annual prepayment discount in accordance with the terms of Contractor's response to the State's solicitation document for all orders designated by the State as subject to annual prepayment. All invoices for annual prepayment must be paid within thirty (30) days of the date of invoice.

Adjustments required to the annual prepayment option due to additions or deletions of equipment will be invoiced separately on a quarterly basis.

3.0 COOPERATION WITH OTHER VENDORS: Contractor agrees to cooperate with State personnel, hardware manufacturer representatives, other vendors' service personnel, and communications systems suppliers to diagnose and correct equipment malfunctions. Contractor agrees, when requested by the State, to coordinate diagnostic testing efforts involving other vendors and to accept direction from other vendors' personnel in carrying out diagnostic testing of equipment malfunctions.

4.0 CUSTOMER MANAGED NETWORK: Contractor agrees to grant a discount in accordance with its response to the State's solicitation document for those State agencies that utilize a Central Problem Determination and Control Center ("Center"). Each Center will be staffed by a technically qualified individual who is experienced with problem determination on the equipment and can offer assistance by phone to resolve minor problems. Each Center will be available for problem determination during the Principal Period of Maintenance service availability (see Section 10.0 of this Rider). The purpose of the Center will be to:

4.1 Act as a central location for receipt of all calls.

4.2 Screen all calls prior to notifying Contractor of the need for remedial maintenance.

4.3 Identify the cause of problems through the use of a check list that will be established for possible fault determination such as:

- operator error.
- improper environmental problems.
- network problems.
- software problems.
- hardware malfunction.

The State will maintain a problem determination record which will be made available as requested by Contractor for each call received by the Center. The State understands that this discount will be primarily applicable to equipment used in connection with data communication systems.

5.0 ESCALATION OF PROBLEMS: Contractor agrees that for problems with equipment covered by an on-site maintenance agreement that Contractor's Field Engineer will notify a local Field Product Specialist after two (2) hours (or less) of down time if no resolution of the problem is in sight. A District Product Specialist will be notified if no resolution is in sight after four (4) hours of down time. A National Product Specialist will be notified if no resolution is in sight after six (6) hours of down time.

If the State notifies Contractor that a problem has recurred when placing a service call, Contractor agrees that it will escalate the problem to the next level above the highest level reached during the previous event at the same time that a Field Engineer is dispatched.

6.0 **KEY PERSONNEL:** Contractor agrees that it will identify all personnel who will normally be providing maintenance service on the State's equipment, and will furnish the State with a means of identifying these personnel. Contractor will notify the State at least thirty (30) days in advance of any reductions in staffing levels of personnel at any local or district office serving Wisconsin.

7.0 **LIQUIDATED DAMAGES:** The State declares, and Contractor acknowledges, that the State may suffer damages due to lack of performance of the terms and conditions of this Agreement by Contractor. Since it is impractical and extremely difficult to fix the actual damages sustained in the event of any such nonperformance, the amount of damage which will be sustained from the nonperformance will be the amount set forth in this section and they agree that, in the event of any such nonperformance, the Contractor shall pay that amount as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to Contractor and any amount outstanding over and above the amounts deducted from invoices will be promptly tendered by check by Contractor to the State.

The State shall notify Contractor in writing of any claim for liquidated damages pursuant to this section on or before the date when the State deducts such sums from money payable to Contractor and, in any case, within thirty (30) days after Contractor's failure to perform in accordance with the terms and conditions of this Agreement. Delay in reporting such claim to Contractor will void any claim for liquidated damages.

Notwithstanding any other provision herein, liquidated damages shall be the exclusive damages available to the State for delayed response to service calls or for delay in repair time.

Except with respect to defaults of subcontractors, Contractor shall not be liable for liquidated damages when delays arise out of cause beyond the reasonable control and without the fault or negligence of Contractor. Delays in responding to service calls or in completion of repairs due to causes of Force Majeure (which are outside of the control of both parties and could not be avoided by exercise of due care) or due to the responsibility of the State or other contractors of the State shall not be included in computing the response time for service calls or the repair time. Delays caused by the default of a subcontractor, when such default arises out of causes beyond the control of both Contractor and the subcontractor and without the fault or negligence of either of them, shall not be included in computing the response time for service calls or the repair time, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required standard of performance.

7.1 **RESPONSE TIME:** If Contractor fails to respond to service calls in accordance with the standards specified in the "STANDARD OF PERFORMANCE/RESPONSE TIME" section of this Hardware Maintenance Rider, the State may, at its option, deduct from the payments due for service one-thirtieth (1/30th) of the monthly maintenance fee for the device(s) in question.

7.2 **REPAIR TIME:** If Contractor fails to complete repairs within the maximum time periods as specified in the "STANDARD OF PERFORMANCE/RESPONSE TIME" section of this Hardware Maintenance Rider, the State may, at its option, collect liquidated damages from Contractor in an amount which shall equal 1/30th of the maintenance charges for all equipment rendered inoperable for each complete day the equipment is inoperative. The total deductions shall not exceed the total monthly maintenance charge for the inoperative unit(s) of equipment.

8.0 **MAINTENANCE PLANS:** As applicable and as provided in Contractor's response to the State's solicitation document, Contractor agrees to furnish, in addition to on-site maintenance, the following optional forms of equipment maintenance:

8.1 **STATE DEPOT MAINTENANCE:** A deferred depot maintenance plan at a State depot location.

Maintenance repair will be performed at the State depot location(s). This maintenance plan involves the temporary replacement by the State of faulty equipment with spare or float equipment until the faulty equipment can be repaired and returned to service.

Maintenance personnel will visit the State depot location at least weekly or as the State agency reports the number of failed units to be two (2) or greater.

Contractor will dispatch repair personnel to the designated depot location within two (2) hours of notification of service call. The equipment will be repaired and ready for production within forty-eight (48) hours of notification.

Contractor will provide Problem Description Cards for the State agency to attach to the failing units. These cards will identify the nature of the failure on units to be repaired.

Upon completion of the repair, Field Engineers will sign off on the Problem Description Card, stating the nature of the repair, date, etc.

8.2 **CONTRACTOR REPAIR CENTER MAINTENANCE:** A deferred depot maintenance plan at Contractor's depot(s).

Contractor will provide Problem Description Cards for the State agency to attach to the failing units. These cards will identify the nature of the failure on units to be repaired.

Upon completion of the repair, Field Engineers will sign off on the Problem Description Card, stating the nature of the repair, date, etc. and return the card with the repaired equipment to the State site.

All equipment returned to Contractor's computer repair centers shall be shipped freight prepaid and packed utilizing the original manufacturer's container and packing material or its equivalent. Contractor shall bear the expense of shipment of repaired equipment to State sites.

9.0 **PREVENTIVE MAINTENANCE:** Preventive or scheduled maintenance shall be performed at a time when the equipment has not been scheduled by the State for use unless otherwise agreed to by the State. Contractor shall specify the number of hours of preventive maintenance required for each piece of equipment per month, which shall be consistent with Contractor's established standards for preventive maintenance. Contractor shall specify in writing the frequency and duration of the preventive maintenance required for the equipment, and the State shall specify when the preventive maintenance shall be performed. The times specified by the State may be changed by oral agreement of the parties.

If applicable, Contractor will provide periodic cleaning of printers, at the request of the State, in conjunction with calls for remedial maintenance service and/or in accordance with the preventive maintenance chart. This service must be scheduled during the principal period of maintenance.

10.0 **PRINCIPAL PERIOD OF MAINTENANCE:** Remedial maintenance shall be available twenty-four (24) hours of every day and shall be performed promptly after notification that the equipment is inoperative. Contractor shall provide the State with a mutually acceptable procedure which includes a positive response from the Contractor's maintenance representative that is acceptable to the State.

The State declares and Contractor agrees that the principal period of maintenance service availability shall be 24 hours a day, seven days a week, 263 days a year.

At the discretion of State agencies and Contractor, the principal period of maintenance service availability may be changed for a site by attaching an amendment to this rider which states the alternative hours of maintenance at that site.

All equipment at a single State site shall have a common principal period of maintenance service availability.

If the State requests unscheduled on-call remedial maintenance to be performed at a time which is outside the principal period of maintenance service availability, the service will be furnished at the applicable per call rates and terms then in effect. Travel time and expenses are not billable in connection with such maintenance.

11.0 **RECERTIFICATION:** To ensure an orderly transition of equipment being withdrawn from maintenance, Contractor agrees that the following steps will be taken to assure the units are recertified for original manufacturer maintenance:

- Upon thirty (30) days written notification that equipment will be withdrawn from maintenance, Contractor will establish a schedule for completing recertification which is agreeable with the State representative at the site concerned.
- After Contractor has checked a unit, the original equipment manufacturer will be notified by the Contractor to inspect that unit with the understanding that it needs to be certified for maintenance.
- If any repairs are required to recertify the equipment, Contractor will make said repairs at no additional cost to the State or as outlined in their response to the State's solicitation document.

12.0 **RELOCATION:** The State will notify Contractor in writing of the relocation of any equipment within thirty (30) days following its relocation. The State shall arrange and pay for all disconnection, packing, crating, transportation, rigging, drayage, unpacking, and reconnection of any equipment being relocated.

13.0 **REPLACEMENT PARTS:** Contractor agrees that there shall be no additional costs or expense to the State for replacement parts.

If the State sets up a float of spare parts and/or equipment, Contractor will work with the State to locate said spares in key locations. The install, set-up and deinstall of the spare parts and/or equipment will be part of Contractor's maintenance responsibility under this Agreement. Contractor will be responsible for loss or damage of any of spare parts and/or equipment while in the possession of Contractor.

In an emergency on-site service situation, as determined by the State and Contractor, when a critical failing unit is unable to be repaired in a timely manner, Contractor will assume the responsibility for transporting the exchange equipment, repairing the initial failing unit and returning all equipment to original locations.

Contractor will provide a limited number of spare units of equipment to be used in case of a catastrophic outage. This spare equipment will be used if the failing unit shuts down the operation within a State location and the most expeditious solution would be exchanging said unit. The failing unit will be repaired and returned to the same location at a time that would cause the least inconvenience to the State site's operation.

14.0 **SAFETY CHANGES:** Contractor will control and install, without charge, all safety devices it deems necessary during the principal period of maintenance service availability. If the State refuses to permit installation of a safety change, or removes a safety change already installed, Contractor may, at its option, discontinue providing maintenance service until the hazard has been corrected.

If the State requests installation of engineering changes, including safety changes, at any time other than during the principal period of maintenance service availability, Contractor reserves the right to charge for such service at the applicable per call rates and terms then in effect.

- 15.0 SCOPE OF MAINTENANCE SERVICE: Contractor will render maintenance service to keep equipment in, or restore equipment to good working order. This maintenance service includes the preventive maintenance service, installation of safety changes, and installation of engineering changes described above based upon the specific needs of the individual item of equipment. This service shall include the repair and replacement of maintenance parts which Contractor deems necessary to restore the equipment to good working order. For purposes of this Agreement, equipment restored to good working condition shall be defined as equipment that will perform all functions as prescribed in the manufacturer's published specifications for such equipment as originally manufactured. Maintenance service provided under this Agreement does not assure uninterrupted operation of equipment.

Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary. Maintenance parts may or may not be manufactured by the original equipment manufacturer, may be altered by Contractor to enhance maintainability and may be new or reconditioned to perform as new but will be acceptable to the original equipment manufacturer.

All maintenance parts will be furnished on an exchange basis, and the exchanged parts will become the property of Contractor.

Contractor will exert best efforts to perform all fault isolation and problem determination including hardware, software and network problem diagnosis, attributed to the equipment covered under this Agreement. There shall be no additional charge to the State for the services performed by the Contractor whether or not the actual cause was determined to be isolated to within the equipment included in this Agreement.

The following services are outside the scope of this Agreement:

- 15.1 Electrical work external to equipment.
- 15.2 Repair of damage or increase in service time due to any cause external to the equipment which shall include but not be limited to, fire, flood, water, wind, lightning and transportation, or due to neglect or misuse.
- 15.3 Repair and replacement work or increase in service time as a result of damage or loss resulting from accident, casualty, transportation, neglect, misuse or abuse, damage resulting from improper packing and/or failure to follow prescribed shipping instructions, failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the equipment or causes other than ordinary prudent use for the purposes for which the equipment was designed.
- 15.4 Repair of damage or increase in service time caused by the use of equipment for purposes other than that for which it is designed.
- 15.5 Furnishing platens, supplies or accessories, painting or refinishing the machines or furnishing material therefore, making specification changes, or adding or removing approved accessories, attachments or other devices except as set forth herein.
- 15.6 Service or increase in service time resulting from or which is impractical for Contractor to render because of any adjustment, repair, maintenance, alteration, attachment, addition or connection to another machine or device or any attempt toward any such ends unless Contractor has agreed in writing to such action.

- 15.7 Systems engineering services, programming, and operational procedures of any sort.
- 15.8 Replacement of maintenance parts such as cathode ray tubes is limited to failure of such parts and does not include such occurrences as burnt phosphor of the CRT screen.
- 15.9 In the event the equipment covered by this Agreement involves the handling of currency, the cash drawer or other compartment(s) containing currency must be removed by the State prior to Contractor commencing service.
- 15.10 Activity required to restore equipment to good operating condition, if resulting from persons other than Contractor's authorized service personnel repairing, modifying or performing any maintenance service on any equipment.
- 15.11 Service to bring any equipment into compliance with any law, rule or regulation of any government authority having jurisdiction or any provision of any applicable insurance policy, or service to correct any health hazard.

Upon request, the rendition of services outside the scope of this Agreement will be within the discretion of Contractor and, if performed, will be at the applicable per call rates and terms as stated in Contractor's response to the State's solicitation document.

- 16.0 **SERVICE START-UP:** Maintenance service shall generally begin upon expiration of the original equipment manufacturer's warranty period. The State will provide Contractor with an order to start service at least thirty (30) days prior to warranty expiration or to the date the State intends to commence receiving maintenance service.

Contractor will notify the State at least fifteen (15) days prior to the date the State intends to commence receiving maintenance service for an item of equipment if, upon inspection by Contractor, the item of equipment is not found to be in good operating condition. Contractor will provide an estimate of the cost to return the equipment to good operating condition and notify the State prior to performing any work. Contractor will proceed with needed repairs only upon receipt of an order from the State to do so. If the State chooses to have needed repairs to equipment performed by someone other than Contractor, the State shall notify Contractor when the needed repairs are complete so that Contractor may assure itself that the equipment is in good operating condition prior to commencement of maintenance service by Contractor. In the absence of notification to the State that an item of equipment is not in good operating condition, Contractor shall be deemed to have accepted the equipment for maintenance service on the date specified in the State's order.

- 17.0 **STANDARD OF PERFORMANCE/RESPONSE TIME:**

- 17.1 **General:**

All service must meet the standards set forth in the State's solicitation document except as specifically modified in this Agreement.

The standards of performance set forth below must be met and maintained by Contractor. Failure of Contractor to meet or maintain these standards of performance provides the State the options of collecting liquidated damages as specified elsewhere in this Hardware Maintenance Rider or of terminating either all or part of this Agreement.

Contractor will staff adequate manpower and stock necessary levels of spare parts to provide maintenance service to all State of Wisconsin locations per the terms and conditions of this Hardware Maintenance Rider and the State's solicitation document.

17.2 On-site Service Response Time:

Contractor's maintenance personnel shall arrive at the State's installation site within two (2) hours on average after notification by the State that service is required or at a time mutually agreed upon by the parties.

Response time adversely affected by natural disorders such as snowstorms, floods, etc., shall not be included in this computation.

Contractor will make every effort to respond to emergency requests within one (1) hour.

17.3 Maximum Repair Time

Maximum repair time for on-site maintenance will be twenty-four (24) hours after notification by the State that remedial maintenance is required excluding Saturdays, Sundays, and holidays as stated herein for all State locations.

Maximum repair time for equipment received at the Contractor's repair center is forty-eight (48) hours after receipt of the equipment excluding Saturdays, Sundays, and holidays as stated herein.

Depot maintenance repair time will be forty-eight (48) hours after notification excluding Saturdays, Sundays, and holidays as stated herein. Response time of two (2) hours from receipt of call will apply.

18.0 TRAVEL EXPENSE: Time spent by Contractor's personnel traveling to and from the site, travel costs and time spent after arrival at the site awaiting the arrival of additional maintenance personnel or delivery of parts after a service call has commenced, and similar situations during the principal period of maintenance service availability shall result in no additional costs to the State.

19.0 WITHDRAWAL OF EQUIPMENT FROM MAINTENANCE: The State may, at its sole option, withdraw any item of equipment from maintenance service by Contractor at any time upon thirty (30) calendar days notice without any liability provided only that the State furnishes the Contractor with a written notice of any such withdrawal before such thirty (30) calendar day period begins. Contractor agrees to proceed with recertification of any equipment withdrawn as provided in Section 11.0 of this Hardware Maintenance Rider.